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भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय
(कार्मिक और प्रशिक्षण विभाग)
नई दिल्ली, 12 जुलाई, 2012

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES
AND PENSIONS
(Department of Personnel and Training)
New Delhi, the 12th July, 2012

का. आ. 2357.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, हरियाणा राज्य सरकार गृह विभाग, चंडीगढ़ की दिनांक-15-6-2012 की अधिसूचना सं. 20/3/2012-3एचजी-1 द्वारा प्राप्त सहमति से किशोर न्याय अधिनियम, 2006 की धारा 23, 26 तथा बंधित सम पद्धति (उत्सादन) अधिनियम, 1976 (1976 का अधिनियम सं. 19) की धारा 16, अनैतिक व्यापार (निवारण) अधिनियम, 1956 (1956 का अधिनियम सं. 104) की धारा 3, 4, 5 तथा भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं. 45) की धारा 376, 354, 323, 342, 506, 217, 218, 365, 366-ए, 372, 374, 418, 420, 468, 471, 109 और 34 के अधीन पुलिस स्टेशन सिविल लाइन, रोहतक (हरियाणा) में दर्ज दिनांक 10-5-12 की प्रथम सूचना रिपोर्ट सं. 236 में तथा इस संबंध में प्रयासों, दुष्प्रेरणा तथा षडयंत्रों अथवा उपर्युक्त उल्लिखित अपराधों के संबंध में तथा इन्हीं तथ्यों से उत्पन्न या इसी संव्यवहार में किए गए अन्य कोई अपराध/अपराधों की जांच करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों तथा क्षेत्राधिकार का विस्तार सम्पूर्ण हरियाणा राज्य के सम्बन्ध में करती है।

S. O. 2357.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Haryana, Home Department, Chandigarh vide Notification No. 20/3/2012-3HG-1 dated 15th June 2012, here by extend the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Haryana for investigation of FIR No. 236 dated 10-5-2012 under Sections 376, 354, 323, 342, 506, 217, 218, 365, 366-A, 372, 374, 418, 420, 468, 471, 109, and 34 of the Indian Penal Code, 1860 (Act no. 45 of 1860), Sections 3, 4, and 5 of the Immoral Traffic (Prevention) Act, 1956 (Act No. 104 of 1956) Section 16 of the Bonded Labour System (Abolition) Act, 1976 (Act No. 19 of 1976) and Sections 23 and 26 of the Juvenile Justice Act, 2006 registered at Police Station Civil Lines, Rohtok (Haryana) and attempt, abetment and conspiracy in relation to or in connection with the above mentioned offences and any other offence or offences committed in course of the same transaction or arising out of the same facts.

[फा. सं. 228/40/2012-एवीडी-II]
एम. पी. रामा राव, अवर सचिव

[F.No. 228/40/2012-AVD-II]
M. P. RAMA RAO, Under Secy.

नई दिल्ली, 12 जुलाई, 2012

का.आ. 2358.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नोक्त अपराध जो कि दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषित किए जाने हैं, उन्हें विनिर्दिष्ट करती है नामतः :—

- (क) बंधित श्रम पद्धति (उत्सादन) अधिनियम, 1976 (1976 का अधिनियम सं. 19) के अधीन दंडनीय अपराधों तथा
- (ख) उपर्युक्त उल्लिखित अपराध के संबंध में या उससे सम्बद्ध प्रयासों, दुष्प्रेरणा तथा षडयंत्रों तथा उसी संव्यवहार में किया गया या उन्हीं तथ्यों से उत्पन्न कोई अन्य अपराध या अपराधों।

[फा. सं. 228/40/2012-एवीडी-11]

एम. पी. रामा राव, अवर सचिव

New Delhi, the 12th July, 2012

S. O. 2358.—In exercise of the powers conferred by sub-section 3 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government hereby specifies the following offences which is to be investigated by the Delhi Special Police Establishment namely :—

- (a) Offences punishable under the Bonded Labour System (Abolition) Act, 1976 (Act No. 19 of 1976) and
- (b) Attempt, abetments and conspiracies in relation to or in connection with the above mentioned offences and any other offence or offences committed in course of the same transaction or arising out of the same facts.

[F.No. 228/40/2012-AVD-II]

M.P. RAMA RAO, Under Secy.

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 16 जुलाई, 2012

का. आ. 2359.—वित्तीय आस्तियों का प्रतिभूतिकरण एवं पुनर्गठन और प्रतिभूति हित का प्रवर्तन अधिनियम, 2002 (2002 का 54) की धारा 2 की उप-धारा (1) के खण्ड (ड) के उप-खण्ड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, राजपत्र अधिसूचना संख्या का.आ. 1282(अ) दिनांक 10-11-2003 में निम्नलिखित संशोधन किया जाता है:—

‘18. वेजमान होम्स लिमिटेड, मुम्बई’- के लिए

‘18. इंडो पॅसिफिक हाउसिंग फाइनेंस लिमिटेड’ - पढ़ा जाए।

[फा. सं. 22/08/2012-डीआरटी]

राजीव शर्मा, अवर सचिव

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 16th July, 2012

S. O. 2359.—In exercise of the powers conferred under sub-clause (iv) of clause (m) of Sub-section (1) of

Section 2 of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 (54 of 2002), the following amendment is carried out in the Gazette Notification No. S.O. 1282 (E) dated 10-11-2003:

For-‘18. Weizmann Homes Limited, Mumbai’
Read-‘18. Indo Pacific Housing Finance Limited’.

[F.No. 22/08/2012-DRT]

RAJIV SHARMA, Under Secy.

नागर विमानन मंत्रालय

(ए. आई. अनुभाग)

नई दिल्ली, 9 जुलाई, 2012

का. आ. 2360.—एअर इंडिया लिमिटेड की संस्था अंतर्नियम की धारा 98 के अधीन प्रदत्त शक्तियों का प्रयोग करते हुए और लोक उद्यम विभाग की तारीख 13 अप्रैल, 2010 के कार्यालय ज्ञापन सं. 9(22)/2005-जीएम में निहित अनुदेशों के अनुसार राष्ट्रपति जी एअर इंडिया लिमिटेड के निदेशक मंडल से श्री यूसुफ अली एम. ए. का त्यागपत्र 27 जून, 2012 के प्रभाव से स्वीकार करती हैं।

[सं. ए. वी. 18013/07/2007-एआई]

एस. के. छिकारा, अवर सचिव

MINISTRY OF CIVIL AVIATION

(AI SECTION)

New Delhi, the 9th July, 2012

S. O. 2360.—In exercise of the powers conferred under Section 98 of the Articles of Association of the Air India Limited and in terms of instructions contained in Department of Public Enterprises' Office Memorandum No. 9(22)/2005-GM dated the 13th April, 2010, the President is pleased to accept the resignation of Shri Yusuff Ali M. A. from the Board of Directors of Air India Limited with effect from 27th June, 2012.

[No. A.V.18013/07/2007-AI]

S. K. CHHIKARA, Under Secy.

मानव संसाधन विकास मंत्रालय

(उच्चतर शिक्षा विभाग)

(राजभाषा यूनिट)

नई दिल्ली, 10 जुलाई, 2012

का. आ. 2361.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम 4 के अनुसरण में मानव संसाधन विकास मंत्रालय, (उच्चतर शिक्षा विभाग) के अंतर्गत, निम्नलिखित विश्वविद्यालयों/संस्थानों को ऐसे कार्यालयों के रूप में, जिसके 80 प्रतिशत से अधिक कर्मचारी-वृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :

1. डा. हरीसिंह गौर विश्वविद्यालय, सागर
2. महात्मा गांधी अंतरराष्ट्रीय हिंदी विश्वविद्यालय, वरधा
3. विश्वेश्वरय्या राष्ट्रीय प्रौद्योगिकी संस्थान, नागपुर

[सं. 11011-1/2011-रा. भा. ए.]

अनन्त कुमार सिंह, संयुक्त सचिव

MINISTRY OF HUMAN RESOURCE DEVELOPMENT
(Department of Higher Education)
(O. L. UNIT)

New Delhi, the 10th July, 2012

S.O. 2361.—In pursuance of sub-rule (4) of rule 10 the Official Languages (Use for Official Purposes of the Union), Rules, 1976 the Central Government hereby notifies the following Universities/ Institutes under the Ministry of Human Resource Development, (Deptt. of Higher Education) as offices, whose more than 80% members of the staff have acquired working Knowledge of Hindi :

1. Doctor Harisingh Gour, Vishwavidyalaya Sagar
2. Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya, Wardha
3. Visvesvaraya National Institute of Technology, Nagpur

[No. 11011-1/2011-O.L.U.]

ANANT KUMAR SINGH, Jt. Secy.

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

(स्वास्थ्य एवं परिवार कल्याण विभाग)

नई दिल्ली, 4 अप्रैल, 2012

का. आ. 2362.— भारतीय चिकित्सा परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार भारतीय चिकित्सा परिषद् से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, नामतः

उक्त अनुसूची में—

(क) “मान्यता प्राप्त चिकित्सा अर्हता” [इसके बाद कालम (2) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत और “पंजीकरण के लिए संक्षिप्त रूप” [इसके बाद कालम (3) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद श्री वेंकटेश्वर आयुर्विज्ञान संस्थान (मानद विश्वविद्यालय) तिरुपति, आंध्र प्रदेश के समाने निम्नलिखित को अंतर्विष्ट किया जाएगा, नामतः—

2	3
“डॉक्टर ऑफ मेडिसिन (पैथोलॉजी)”	एमडी (पैथोलॉजी) (यह वर्ष 2010 में अथवा उसके बाद श्री वेंकटेश्वर आयुर्विज्ञान संस्थान(मानद विश्वविद्यालय) तिरुपति, आंध्र प्रदेश, में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में श्री वेंकटेश्वर आयुर्विज्ञान संस्थान(मानद विश्वविद्यालय) तिरुपति, आंध्र प्रदेश द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)
(ख) “मान्यताप्राप्त चिकित्सा अर्हता” [इसके बाद कालम (2) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत और “पंजीकरण के लिए संक्षिप्त रूप” [इसके बाद कालम (3) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद गुवाहाटी विश्वविद्यालय) गुवाहाटी, असम के समाने निम्नलिखित को अंतर्विष्ट किया जाएगा, नामतः :-	
“डॉक्टर ऑफ मेडिसिन (कार्डियोलॉजी)”	डी एम (कार्डियोलॉजी) (यह जुलाई, 2011 में अथवा उसके बाद गुवाहाटी मेडिकल कॉलेज गुवाहाटी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में गुवाहाटी विश्वविद्यालय) गुवाहाटी, असम द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)
(ग) “मान्यताप्राप्त चिकित्सा अर्हता” [इसके बाद कालम (2) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत और “पंजीकरण के लिए संक्षिप्त रूप” [इसके बाद कालम (3) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद गुरु गोविन्द सिंह इन्द्रप्रस्थ विश्वविद्यालय, नई दिल्ली के समाने निम्नलिखित को अंतर्विष्ट किया जाएगा, नामतः :-	
“मास्टर ऑफ सर्जरी (प्रसूति एवं स्त्री रोग विज्ञान)”	एम एस (ओबीजी) (यह अप्रैल, 2011 में अथवा उसके बाद परास्नातक चिकित्सा शिक्षा एवं अनुसंधान, डा.आर. एम.एल.अस्पताल, नई दिल्ली में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में गुरु गोविन्द सिंह इन्द्रप्रस्थ विश्वविद्यालय, नई दिल्ली द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)

(घ) “मान्यताप्राप्त चिकित्सा अर्हता” [इसके बाद कालम (2) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत और “पंजीकरण के लिए

2	3
संक्षिप्त रूप" [इसके बाद कालम (3) के रूप में निर्दिष्ट], शीर्षक के अन्तर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद रांची विश्वविद्यालय, झारखंड के समाने निम्नलिखित को अंतर्विष्ट किया जाएगा, नामतः :-	
"बाल स्वास्थ्य में डिप्लोमा"	डी सी एच
	(यह 1974 में अथवा उसके बाद राजेन्द्र चिकित्सा विज्ञान संस्थान, रांची, झारखंड में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में रांची विश्वविद्यालय, झारखंड द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।
(ख) "मान्यताप्राप्त चिकित्सा अर्हता" [इसके बाद कालम (2) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत और "पंजीकरण के लिए संक्षिप्त रूप" [इसके बाद कालम (3) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद मैसूर विश्वविद्यालय, कर्नाटक, के समाने निम्नलिखित को अंतर्विष्ट किया जाएगा, नामतः :-	
"डाक्टर ऑफ मेडिसिन (सामुदायिक मेडिसिन)"	एम डी (सामुदायिक मेडिसिन)
	(यह 1993 से अगस्त, 1999 में गवर्नमेंट मेडिकल कॉलेज, मैसूर, कर्नाटक में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में मैसूर विश्वविद्यालय, कर्नाटक द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।
(च) "मान्यताप्राप्त चिकित्सा अर्हता" [इसके बाद कालम (2) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत और "पंजीकरण के लिए संक्षिप्त रूप" [इसके बाद कालम (3) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद राजीव गांधी स्वास्थ्य विज्ञान, विश्वविद्यालय, बैंगलूर के समाने निम्नलिखित को अंतर्विष्ट किया जाएगा, नामतः :-	
"डाक्टर ऑफ मेडिसिन (सामुदायिक मेडिसिन)"	एम डी (सामुदायिक मेडिसिन)
	(यह सितम्बर, 1999 में अथवा उसके बाद गवर्नमेंट मेडिकल कॉलेज, मैसूर, कर्नाटक में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में राजीव गांधी स्वास्थ्य विज्ञान, विश्वविद्यालय, बैंगलूर द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।
"डाक्टर ऑफ मेडिसिन (बाल रोग विज्ञान)"	एम डी (बाल रोग विज्ञान)
	(यह मई, 2011 में अथवा उसके बाद एम वी जे मेडिकल बैंगलूर, कर्नाटक में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में राजीव गांधी स्वास्थ्य विज्ञान, विश्वविद्यालय, बैंगलूर द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।
"मास्टर ऑफ सर्जरी (आर्थोपेडिक्स)"	एम एस (आर्थोपेडिक्स)
	(यह मई, 2011 में अथवा उसके बाद ए जे आयुर्विज्ञान संस्थान, मंगलूर, कर्नाटक में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में राजीव गांधी स्वास्थ्य विज्ञान, विश्वविद्यालय, बैंगलूर द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।
"डाक्टर ऑफ मेडिसिन (एनेस्थेसिया)"	एम डी (एनेस्थेसिया)
	(यह मई, 2011 में अथवा उसके बाद ए जे आयुर्विज्ञान संस्थान, मंगलूर, कर्नाटक में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में राजीव गांधी स्वास्थ्य विज्ञान, विश्वविद्यालय, बैंगलूर द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।
(छ) "मान्यताप्राप्त चिकित्सा अर्हता" [इसके बाद कालम (2) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत और "पंजीकरण के लिए संक्षिप्त रूप" [इसके बाद कालम (3) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद बाम्बे/मुंबई विश्वविद्यालय, महाराष्ट्र के समाने निम्नलिखित को अंतर्विष्ट किया जाएगा, नामतः :-	

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“डाक्टर ऑफ मेडिसिन (रेडियोलॉजी/रेडियो डायग्नोसिस)”

एम डी (रेडियोलॉजी/रेडियो डायग्नोसिस)

(यह 1970 से मई, 2000 के बीच अथवा उसके बाद टी.एन. मेडिकल कॉलेज, मुंबई, महाराष्ट्र में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में बॉम्बे/मुंबई विश्वविद्यालय, महाराष्ट्र द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।

(ज) “महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक, महाराष्ट्र” के प्रति पंजीकरण के लिए संक्षिप्त रूप [इसके बाद कालम (3) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामतः :—

“डाक्टर ऑफ मेडिसिन (रेडियोलॉजी/रेडियो डायग्नोसिस)”

एम डी (रेडियोलॉजी/रेडियो डायग्नोसिस)

(यह जून, 2000 में अथवा उसके बाद टी.एन. मेडिकल कॉलेज, मुंबई, महाराष्ट्र में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक, महाराष्ट्र द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।

(झ) “बुंदेलखंड विश्वविद्यालय, झांसी उत्तर प्रदेश” के प्रति पंजीकरण के लिए संक्षिप्त रूप [इसके बाद कालम (3) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामतः :—

“डाक्टर ऑफ मेडिसिन (सामुदायिक मेडिसिन)”

एम डी (सामुदायिक मेडिसिन)

(यह 1982 में अथवा उसके बाद एम.एल.बी. मेडिकल कॉलेज, झांसी, उत्तर प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में बुंदेलखंड विश्वविद्यालय, झांसी, उत्तर प्रदेश द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।

“मास्टर ऑफ सर्जरी (ऑपथेलेमोलॉजी)”

एम एस (ऑपथेलेमोलॉजी)

(यह 1984 में अथवा उसके बाद एम.एल.बी. मेडिकल कॉलेज, झांसी, उत्तर प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में बुंदेलखंड विश्वविद्यालय, झांसी, उत्तर प्रदेश द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)।

सभी के लिए टिप्पणी : 1. स्नातकोत्तर पाठ्यक्रम को प्रदान की गई ऐसी मान्यता की अधिकतम अवधि 5 वर्षों के लिए होगी जिसके उपरान्त इसका नवीकरण कराना होगा।

2. उप-खंड 4 की आवश्यकता के अनुसार मान्यता को समय पर नवीकरण कराने में विफल होने के परिणामस्वरूप संबंधित स्नातकोत्तर पाठ्यक्रम में प्रवेश अनिवार्य रूप से बंद हो जाएंगे।

[सं. यू. 12012/14/2012-एमई(पी-II)]

अनिता त्रिपाठी, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE**(Department of Health and Family Welfare)**

New Delhi, the 4th April, 2012

S. O. 2362.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said Schedule —

(a) against “Sri Venkateswara Institute of Medical Sciences, (Deemed University), Tirupati, Andhra Pradesh” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—

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“Doctor of Medicine (Pathology)”

MD (Pathology)

(This shall be a recognised medical qualification when granted by Sri Venkateswara Institute of Medical Sciences (Deemed University), Tirupati, Andhra Pradesh in respect

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	of students being trained at Sri Venkateswara Institute of Medical Sciences, Tirupati, Andhra Pradesh on or after 2010.)
(b) against "Gauhati University, Guwahati, Assam" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—	
"Doctor of Medicine (Cardiology)"	DM (Cardiology) (This shall be a recognised medical qualification when granted by Gauhati University, Guwahati, Assam in respect of students being trained at Gauhati Medical College, Guwahati on or after July 2011.)
(c) against "Guru Gobind Singh Indraprastha University, New Delhi" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—	
"Master of Surgery (Obstetrics & Gynaecology)"	MS(OBG) (This shall be a recognised medical qualification when granted by Guru Gobind Singh Indraprastha University, New Delhi in respect of students being trained at Postgraduate Institute of Medical Education & Research, Dr. RML Hospital, New Delhi on or after April, 2011.)
(d) against "Ranchi University, Jharkhand" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—	
"Diploma in Child Health"	DCH (This shall be a recognised medical qualification when granted by Ranchi University, Jharkhand in respect of students being trained at Rajendra Institute of Medical Sciences, Ranchi, Jharkhand on or after 1974.)
(e) against "Mysore University, Karnataka" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—	
"Doctor of Medicine (Community Medicine)"	MD (Community Medicine) (This shall be a recognised medical qualification when granted by Mysore University, Karnataka in respect of students being trained at Govt. Medical College, Mysore, Karnataka between 1993 to August, 1999.)
(f) against "Rajiv Gandhi University of Health Sciences, Bangalore" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—	
"Doctor of Medicine (Community Medicine)"	MD (Community Medicine) (This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at Govt. Medical College, Mysore, Karnataka on or after September, 1999.)

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“Doctor of Medicine (Paediatrics)”

MD (Paediatrics)

(This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at MVJ Medical College, Bangalore, Karnataka on or after May, 2011.)

“Master of Surgery (Orthopaedics)”

MS (Orthopaedics)

(This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at A.J. Institute of Medical Sciences, Mangalore, Karnataka on or after May, 2011.)

“Doctor of Medicine (Anaesthesia)”

MD (Anaesthesia)

(This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at A.J. Institute of Medical Sciences, Mangalore, Karnataka on or after May, 2011.)

(g) against “Bombay/Mumbai University, Maharashtra” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely :-

“Doctor of Medicine (Radiology/Radio Diagnosis)”

MD (Radiology/Radio Diagnosis)

(This shall be a recognised medical qualification when granted by Bombay/Mumbai University, Maharashtra in respect of students being trained at T. N. Medical College, Mumbai, Maharashtra between 1970 to May, 2000.)

(h) against “Maharashtra University, of Health Sciences, Nashik, Maharashtra” under the heading “Recognised Medical Qualification” [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely :-

“Doctor of Medicine (Radiology/Radio Diagnosis)”

MD (Radiology/Radio Diagnosis)

(This shall be a recognised medical qualification when granted by Maharashtra University of Health Sciences, Nashik, Maharashtra in respect of students being trained at T. N. Medical College, Mumbai, Maharashtra on or after June, 2000.)

(i) against “Bundelkhand University, Jhansi, Uttar Pradesh” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely :-

“Doctor of Medicine (Community Medicine)”

MD (Community Medicine)

(This shall be a recognised medical qualification when granted by Bundelkhand University, Jhansi, Uttar Pradesh in respect of students being trained at M.L.B. Medical College, Jhansi, Uttar Pradesh on or after 1982)

“Master of Surgery (Ophthalmology)”

MS (Ophthalmology)

(This shall be a recognised medical qualification when granted by Bundelkhand University, Jhansi, Uttar Pradesh in respect of students being trained at M.L.B. Medical College, Jhansi, Uttar Pradesh on or after 1984.)

Note to all: 1. The recognition so granted to a Postgraduate Course shall be for a maximum period of 5 years, upon which it shall have to be renewed.

2. Failure to seek timely renewal of recognition as required in sub-clause-4 shall invariably result in stoppage of admissions to the concerned Postgraduate Course.

[No. U. 12012/14/2012-ME (P-II)]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 4 अप्रैल, 2012

का. आ. 2363.— भारतीय चिकित्सा परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय चिकित्सा परिषद् से परामर्श करके, उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, नामतः :

उक्त अनुसूची में—

(क) “मान्यता प्राप्त चिकित्सा अर्हता” [इसके बाद कालम (2) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत और “पंजीकरण के लिए संक्षिप्त रूप” [इसके बाद कालम (3) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद डॉ. एन.टी.आर. स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश के सामने निम्नलिखित को अंतर्विष्ट किया जाएगा, नामतः—

2	3
“मास्टर ऑफ सर्जरी (कान, नाक और गला)”	एमएस (ईएनटी) (यह मई, 2011 में अथवा उसके बाद पीईएस इंस्टीट्यूट ऑफ मेडिकल साइंसेज एंड रिसर्च, कुप्पम, आंध्र प्रदेश, में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. एन.टी.आर. स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)
“डिप्लोमा इन ओटोलैरीनगोलोजी”	डीएलओ (यह मई, 2011 में अथवा उसके बाद पीईएस इंस्टीट्यूट ऑफ मेडिकल साइंसेज एंड रिसर्च, कुप्पम, आंध्र प्रदेश, में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. एन.टी.आर. स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)
(ख) “मान्यता प्राप्त चिकित्सा अर्हता” [इसके बाद कालम (2) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत और “पंजीकरण के लिए संक्षिप्त रूप” [इसके बाद कालम (3) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद गुरु गोविन्द सिंह इन्द्रप्रस्था विश्वविद्यालय, नई दिल्ली के सामने निम्नलिखित को अंतर्विष्ट किया जाएगा, नामतः—	

2	3
“मास्टर ऑफ चिरुर्गेई (कार्डियो थोरासिक एंड वेसकुलर सर्जरी)”	एम सीएच (सीटीवीएस) (यह नवम्बर, 2011 में अथवा उसके बाद पोस्ट ग्रेज्यूएट इंस्टीट्यूट ऑफ मेडिकल एजुकेशन एंड रिसर्च, डॉ. आरएमएल अस्पताल, नई दिल्ली में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में गुरु गोविन्द सिंह इन्द्रप्रस्था विश्वविद्यालय, नई दिल्ली द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)
“डाक्टर आफ मेडिसिन (कार्डियोलोजी)”	डी एम (कार्डियोलोजी) (यह दिसम्बर, 2011 में अथवा उसके बाद पोस्ट ग्रेज्यूएट इंस्टीट्यूट ऑफ मेडिकल एजुकेशन एंड रिसर्च, डॉ. आरएमएल अस्पताल, नई दिल्ली में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में गुरु गोविन्द सिंह इन्द्रप्रस्था विश्वविद्यालय, नई दिल्ली द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)

(ग) “मान्यता प्राप्त चिकित्सा अर्हता” [इसके बाद कालम (2) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत और “पंजीकरण के लिए संक्षिप्त रूप” [इसके बाद कालम (3) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद कश्मीर विश्वविद्यालय, श्रीनगर, जम्मू और कश्मीर के सामने निम्नलिखित को अंतर्विष्ट किया जाएगा, नामतः—

डिप्लोमा इन एनेस्थेसियोलॉजी

डीए

(यह 1980 में अथवा उसके बाद गवर्नमेंट मेडिकल कॉलेज, श्रीनगर, जम्मू और कश्मीर में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में कश्मीर विश्वविद्यालय, श्रीनगर, जम्मू और कश्मीर द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)

(घ) “मान्यता प्राप्त चिकित्सा अर्हता” [इसके बाद कालम (2) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत और “पंजीकरण के लिए संक्षिप्त रूप” [इसके बाद कालम (3) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बैंगलोर के सामने निम्नलिखित को अंतर्विष्ट किया जाएगा, नामतः—

“डाक्टर ऑफ मेडिसिन (पैथोलोजी)”

एम डी (पैथोलोजी)

(यह मई, 2011 में अथवा उसके बाद डॉ. ए.जे. इंस्टीट्यूट ऑफ मेडिकल साइंस, मंगलोर, कर्नाटक में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बैंगलोर, द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)

“डिप्लोमा इन आर्थोमोलोजी”

डी ओ

(यह मई, 2011 में अथवा उसके बाद वैदेही इंस्टीट्यूट ऑफ मेडिकल साइंसेज, एंड रिसर्च, बैंगलोर, कर्नाटक में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बैंगलोर, द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)

“डिप्लोमा इन ओटोलैरीनगोलोजी”

डी एल ओ

(यह मई, 2011 में अथवा उसके बाद वैदेही इंस्टीट्यूट ऑफ मेडिकल साइंसेज, एंड रिसर्च, बैंगलोर, कर्नाटक में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बैंगलोर, द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)

(ङ) “मान्यता प्राप्त चिकित्सा अर्हता” [इसके बाद कालम (2) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत और “पंजीकरण के लिए संक्षिप्त रूप” [इसके बाद कालम (3) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद जीवाजी विश्वविद्यालय, ग्वालियर, मध्य प्रदेश के सामने निम्नलिखित को अंतर्विष्ट किया जाएगा, नामतः—

“मास्टर ऑफ चिरुरगेई (न्यूरो सर्जरी)”

एम सीएच (न्यूरो सर्जरी)

(यह 1997 में अथवा उसके बाद गाजा राजा मेडिकल कॉलेज, ग्वालियर, मध्य प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में जीवाजी विश्वविद्यालय, ग्वालियर, मध्य प्रदेश द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)

(च) “मान्यता प्राप्त चिकित्सा अर्हता” [इसके बाद कालम (2) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत और “पंजीकरण के लिए संक्षिप्त रूप” [इसके बाद कालम (3) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद बाम्बे/मुंबई विश्वविद्यालय, महाराष्ट्र के सामने निम्नलिखित को अंतर्विष्ट किया जाएगा, नामतः—

“प्रसूति एवं स्त्री रोग विज्ञान में डिप्लोमा”

डीजीओ

(यह 1994 से मई, 2000 के बीच सेठ जी.एस. मेडिकल कॉलेज, मुंबई, महाराष्ट्र में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में बाम्बे/मुंबई विश्वविद्यालय, महाराष्ट्र द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)

(छ) “मान्यता प्राप्त चिकित्सा अर्हता” [इसके बाद कालम (2) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत और “पंजीकरण के लिए संक्षिप्त रूप” [इसके बाद कालम (3) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक, महाराष्ट्र के सामने निम्नलिखित को अंतर्विष्ट किया जाएगा, नामतः—

“प्रसूति एवं स्त्री रोग विज्ञान में डिप्लोमा”

डिजीओ

(यह जून, 2000 में अथवा उसके बाद सेठ जी.एस. मेडिकल कॉलेज, मुंबई, महाराष्ट्र में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक, महाराष्ट्र द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)

(ज) “मान्यता प्राप्त चिकित्सा अर्हता” [इसके बाद कालम (2) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत और “पंजीकरण के लिए संक्षिप्त रूप” [इसके बाद कालम (3) के रूप में निर्दिष्ट] शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद बाबा फरीद स्वास्थ्य विज्ञान विश्वविद्यालय, फरीदकोट के सामने निम्नलिखित को अंतर्विष्ट किया जाएगा, नामतः—

“मास्टर ऑफ चिरुर्गरी (न्यूरो सर्जरी)”

एम सीएच (न्यूरो सर्जरी)

(यह अगस्त, 2011 में अथवा उसके बाद क्रिश्चियन मेडिकल कॉलेज, लुधियाना में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में बाबा फरीद स्वास्थ्य विज्ञान विश्वविद्यालय, फरीदकोट, द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)

(झ) “मान्यता प्राप्त चिकित्सा अर्हता” [इसके बाद कालम (2) के रूप में निर्दिष्ट] शीर्षक के अन्तर्गत और “पंजीकरण के लिए संक्षिप्त रूप” [इसके बाद कालम (3) के रूप में निर्दिष्ट] शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद दी तमिलनाडु डॉ. एमजीआर मेडिकल विश्वविद्यालय, चेन्नई के सामने निम्नलिखित को अंतर्विष्ट किया जाएगा, नामतः—

“मास्टर ऑफ सर्जरी (आर्थोपेडिक्स)”

एम एस (आर्थोपेडिक्स)

(यह मई, 2011 में अथवा उसके बाद गवर्नमेंट मोहन कुमार मंगलम् मेडिकल कॉलेज, सलेम, तमिलनाडु में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में दी तमिलनाडु डॉ. एम.जीआर मेडिकल विश्वविद्यालय, चेन्नई, द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)

“डाक्टर ऑफ मेडिसिन (जनरल मेडिसिन)”

एम डी (जनरल मेडिसिन)

(यह 2010 में अथवा उसके बाद चेंगलपट्टूर मेडिकल कॉलेज, चेंगलपट्टूर, तमिलनाडु में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में दी तमिलनाडु डॉ. एम.जी.आर. मेडिकल विश्वविद्यालय, चेन्नई, द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)

सभी के लिए टिप्पणी : 1. स्नातकोत्तर पाठ्यक्रम को प्रदान की गई ऐसी मान्यता की अधिकतम अवधि 5 वर्षों के लिए होगी जिसके उपरान्त इसका नवीकरण कराना होगा।

2. उप-खंड 4 की आवश्यकता के अनुसार मान्यता को समय पर नवीकरण कराने में विफल होने के परिणामस्वरूप संबंधित स्नातकोत्तर पाठ्यक्रम में प्रवेश अनिवार्य रूप से बंद हो जाएंगे।

[सं. यू. 12012/16/2012-एमई-(पी-II)]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 4th April, 2012

S. O. 2363.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said Schedule —

(a) against “Dr. N.T.R. University of Health Sciences, Vijayawada, Andhra Pradesh” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—

2	3
“Master of Surgery (Ear, Nose & Throat)”	MS(ENT) (This shall be a recognised medical qualification when granted by Dr. N.T.R. University of Health Sciences, Vijayawada, Andhra Pradesh in respect of students being trained at PES Institute of Medical Sciences, & Research, Kuppam, Andhra Pradesh on or after 2011.)

2	3
“Diploma in Otolaryngology”	<p>DLO</p> <p>(This shall be a recognised medical qualification when granted by Dr. N.T.R. University of Health Sciences, Vijayawada, Andhra Pradesh in respect of students being trained at PES Institute of Medical Sciences & Research, Kuppam, Andhra Pradesh on or after May, 2011.)</p>
<p>(b) against “Guru Gobind Singh Indraprastha University, New Delhi” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—</p>	
“Master of Chirurgiae (Cardio Thoracic & Vascular Surgery)”	<p>M. Ch (CTVS)</p> <p>(This shall be a recognised medical qualification when granted by Guru Gobind Singh Indraprastha University, New Delhi in respect of students being trained at Postgraduate Institute of Medical Education & Research, Dr. RML Hospital, New Delhi on or after November, 2011.</p>
“Doctor of Medicine (Cardiology)”	<p>DM (Cardiology)</p> <p>(This shall be a recognised medical qualification when granted by Guru Gobind Singh Indraprastha University, New Delhi in respect of students being trained at Postgraduate Institute of Medical Education & Research, Dr. RML Hospital, New Delhi on or after December, 2011.</p>
<p>(c) against “University of Kashmir, Srinagar, J & K” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—</p>	
“Diploma in Anaesthesiology”	<p>DA</p> <p>(This shall be a recognised medical qualification when granted by University of Kashmir, Srinagar, J&K in respect of students being trained at Govt. Medical College, Srinagar, J & K on or after 1980.</p>
<p>(d) against “Rajiv Gandhi University, of Health Sciences, Bangalore” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—</p>	
“Doctor of Medicine (Pathology)”	<p>MD (Pathology)</p> <p>(This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at A.J. Institute of Medical Sciences, Mangalore, Karnataka on or after May, 2011.</p>
“Diploma in Ophthalmology”	<p>DO</p> <p>(This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at Vydehi Institute of Medical Sciences & Research, Bangalore, Karnataka on or after May, 2011.</p>
“Diploma in Otolaryngology”	<p>DLO</p> <p>(This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences,</p>

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	Bangalore in respect of students being trained at Vydehi Institute of Medical Sciences & Research, Bangalore, Karnataka on or after May, 2011.
(e) against "Jiwaji University, Gwalior, Madhya Pradesh" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—	
"Master of Chirurgiae (Neuro Surgery)"	MD (Neuro Surgery) (This shall be a recognised medical qualification when granted by Jiwaji University, Gwalior, Madhya Pradesh in respect of students being trained at Gaja Raja Medical College, Gwalior, Madhya Pradesh on or after 1997.
(f) against "Bombay/Mumbai University, Maharashtra" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—	
"Diploma in Obstetrics & Gynaecology"	DGO (This shall be a recognised medical qualification when granted by Bombay/Mumbai University, Maharashtra in respect of students being trained at Seth G.S. Medical College, Mumbai, Maharashtra between 1994 to May, 2000.
(g) against "Maharashtra University of Health Sciences, Nashik, Maharashtra" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—	
"Diploma in Obstetrics & Gynaecology"	DGO (This shall be a recognised medical qualification when granted by Maharashtra University of Health Sciences, Nashik, Maharashtra in respect of students being trained at Seth G.S. Medical College, Mumbai, Maharashtra on or after June, 2000.
(h) against "Baba Farid University of Health Sciences, Faridkot" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—	
"Master of Chirurgiae (Neuro Surgery)"	MS (Neuro Surgery) (This shall be a recognised medical qualification when granted by Baba Farid University of Health Sciences, Faridkot in respect of students being trained at Christian Medical College, Ludhiana on or after August, 2011.
(i) against "The Tamilnadu Dr. MGR Medical University, Chennai" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—	
"Master of Surgery (Orthopaedics)"	MS (Orthopaedics) (This shall be a recognised medical qualification when granted by The Tamilnadu Dr. MGR Medical University, Chennai in respect of students being trained at Govt. Mohan Kumarmangalam Medical College, Salem, Tamil Nadu on or after May, 2011.

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"Doctor of Medicine (General Medicine)"	MS (General Medicine) (This shall be a recognised medical qualification when granted by The Tamilnadu Dr. MGR Medical University, Chennai in respect of students being trained at Chengalpattu Medical College, Chengalpattu, Tamil Nadu on or after May, 2010.

Note to all : 1. The recognition so granted to a Postgraduate Course shall be for a maximum period of 5 years, upon which it shall have to be renewed.

2. Failure to seek timely renewal of recognition as required in sub-clause-4 shall invariably result in stoppage of admissions to the concerned Postgraduate Course.

[No. U. 12012/16/2012-ME (P-II)]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 21 मई, 2012

का. आ. 2364.—भारतीय चिकित्सा परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय चिकित्सा परिषद् से परामर्श करके, संबद्ध विश्वविद्यालय के नाम में परिवर्तन के कारण उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है नामतः—

उक्त अनुसूची में—

(क) "मान्यता प्राप्त चिकित्सा अर्हता" शीर्षक (इसके बाद कालम (2) के रूप में निर्दिष्ट) के अन्तर्गत "आगरा विश्वविद्यालय, आगरा के प्रति पंजीकरण के लिए संक्षिप्त रूप" (इसके बाद कालम (3) के रूप में निर्दिष्ट) शीर्षक के अन्तर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामतः—

2	3
"डॉक्टर ऑफ मेडिसिन (डरमेटोलोजी, वेनरोलोजी एंड लेप्रोसी)	एम.डी. (डीवीएल) (यह 1991 से 1996 के बीच एस. एन. मेडिकल कालेज, आगरा, उत्तर प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में आगरा विश्वविद्यालय, आगरा द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)
डिप्लोमा इन "वेनरोलोजी एंड डरमेटोलोजी/डरमेटोलोजी, वेनरोलोजी एंड लेप्रोसी"	डी बी डी (डीवीएल) (यह 1969 से 1996 के बीच एस. एन. मेडिकल कालेज, आगरा, उत्तर प्रदेश, में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में आगरा विश्वविद्यालय, आगरा द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)

(ख) "मान्यता प्राप्त चिकित्सा अर्हता" शीर्षक (इसके बाद कालम (2) के रूप में निर्दिष्ट) के अन्तर्गत "डा. बी.आर. अंबेडकर विश्वविद्यालय, आगरा" के प्रति पंजीकरण के लिए संक्षिप्त रूप (इसके बाद कालम (3) के रूप में निर्दिष्ट) शीर्षक के अन्तर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामतः—

2	3
"डॉक्टर ऑफ मेडिसिन (डरमेटोलोजी, वेनरोलोजी एंड लेप्रोसी)	एम.डी. (डीवीएल) (यह 1996 में अथवा उसके बाद एस. एन. मेडिकल कालेज, आगरा, उत्तर प्रदेश, में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डा. बी.आर. अंबेडकर विश्वविद्यालय, आगरा द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)
डिप्लोमा इन "वेनरोलोजी एंड डरमेटोलोजी/डरमेटोलोजी, वेनरोलोजी एंड लेप्रोसी"	डी.बी. (डीडीवीएल) (यह 1996 में अथवा उसके बाद एस. एन. मेडिकल कालेज, आगरा, उत्तर प्रदेश, में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डा. बी.

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आर. अम्बेडकर विश्वविद्यालय, आगरा, द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी।)

सभी के लिए टिप्पणी : 1. स्नातकोत्तर पाठ्यक्रम को प्रदान की गई ऐसी मान्यता की अधिकतम अवधि 5 वर्षों के लिए होगी जिसके उपरान्त इसका नवीकरण करना होगा।

2. उप-खंड 4 की आवश्यकता के अनुसार मान्यता को समय पर नवीकरण करावे में विफल होने के परिणामस्वरूप संबंधित स्नातकोत्तर पाठ्यक्रम में प्रवेश अनिवार्य रूप से बंद हो जाएंगे।

[सं. यू. 12012/78/2011-एमई (पी-II)]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 21st May, 2012

S. O. 2364.—In exercise of the powers conferred by sub-section (2) of the Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, due to change in name of affiliating University namely:—

(a) against “Agra University, Agra” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—

2	3
“Doctor of Medicine (Dermatology, Venerology & Leprosy)”	MD(DVL) (This shall be a recognised medical qualification when granted by Agra University, Agra in respect of students being trained at S. N. Medical College, Agra, Uttar Pradesh between 1991 to 1996.
“Diploma in Venerology & Dermatology/ Dermatology, Venerology & Leprosy”	DVD/DDVL (This shall be a recognised medical qualification when granted by Agra University, Agra in respect of students being trained at S. N. Medical College, Agra, Uttar Pradesh between 1969 to 1996.

(b) against “Dr. B. R. Ambedkar University, Agra” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—

2	3
“Doctor of Medicine (Dermatology, Venerology & Leprosy)”	MD(DVL) (This shall be a recognised medical qualification when granted by Dr. B. R. Ambedkar University, Agra in respect of students being trained at S. N. Medical College, Agra, Uttar Pradesh on or after 1996.
“Diploma in Venerology & Dermatology/ Dermatology, Venerology & Leprosy”	DVD/DDVL (This shall be a recognised medical qualification when granted by Dr. B. R. Ambedkar University, Agra in respect of students being trained at S. N. Medical College, Agra, Uttar Pradesh on or after 1996.

Note to all : 1. The recognition so granted to a Postgraduate Course shall be for a maximum period of 5 years, upon which it shall have to be renewed.

2. Failure to seek timely renewal of recognition as required in sub-clause-4 shall invariably result in stoppage of admissions to the concerned Postgraduate Course.

[No. U. 12012/78/2011-ME (P-II)]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, ६ जून, 2012

का. आ. 2365.—केन्द्र सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अनुसूची में—

2. “एसआरएम विश्वविद्यालय, चेन्नई” द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में क्रम संख्या 65 के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी, अर्थात् :-

“2. एसआरएम कट्टनकुलाथुर डेंटल कालेज एवं अस्पताल, कांचीपुरम, तमिलनाडु
बैचलर आफ डेंटल सर्जरी बीडीएस, एसआरएम विश्वविद्यालय, चेन्नई”
(यदि 6-9-2011 को अथवा
उसके पश्चात् प्रदान की गई हो)

[सं. वी. 12017/90/2005-डीई]

सूबे सिंह, उप सचिव

New Delhi, the 8th June, 2012

S.O. 2365.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 & 3 against Serial No. 65, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by SRM University, Chennai the following entries shall be inserted thereunder :—

“II. SRM Kattankulathur Dental College & Hospital, Kancheepuram, Tamil Nadu.
Bachelor of Dental Surgery BDS, SRM University, Chennai”.
(if granted on or after 06-09-2011)

[F. No. V. 12017/90/2005-DE]

SUBE SINGH, Dy. Secy.

नई दिल्ली, 11 जून, 2012

का.आ. 2366.— केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के बाद, एतद्द्वारा अर्हता की नामावली के बदलाव के कारण उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात् :-

उक्त अनुसूची में—

(क) “सुमनदीप विद्यापीठ विश्वविद्यालय, वडोदरा, गुजरात” के समक्ष शीर्षक ‘मान्यता प्राप्त चिकित्सा अर्हता’ [इसके आगे कालम (2) के रूप में संदर्भित] के अन्तर्गत, शीर्षक ‘पंजीकरण के लिए संक्षेपण’ [इसके आगे कालम (3) के रूप में संदर्भित] के अन्तर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतःस्थापित किया जाएगा, अर्थात् :-

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“नेत्ररोग विज्ञान में डिप्लोमा”	डीओ (यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि यह श्रीमती बी.के. शाह चिकित्सा संस्थान एवं अनुसंधान केन्द्र, वडोदरा, गुजरात में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में सुमनदीप विद्यापीठ विश्वविद्यालय, वडोदरा, गुजरात द्वारा अगस्त, 2011 में अथवा उसके पश्चात् प्रदान की गई हो)

(ख) “कालीकट विश्वविद्यालय, केरल” के समक्ष शीर्षक ‘मान्यता प्राप्त चिकित्सा अर्हता’ [इसके आगे कालम (2) के रूप में संदर्भित] के अन्तर्गत, शीर्षक ‘पंजीकरण के लिए संक्षेपण’ [इसके आगे कालम (3) के रूप में संदर्भित] के अन्तर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतःस्थापित किया जाएगा, अर्थात् :-

“मास्टर आफ सर्जरी (जनरल सर्जरी)”	एम एस (जनरल सर्जरी) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह सरकारी मेडिकल कालेज, त्रिचूर, केरल में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में कालीकट विश्वविद्यालय, केरल द्वारा दिसम्बर, 2011 में अथवा उसके पश्चात् प्रदान की गई हो)
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(ग) "महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक" के समक्ष शीर्षक 'मान्यता प्राप्त चिकित्सा अर्हता' [इसके आगे कालम (2) के रूप में संदर्भित] के अन्तर्गत, शीर्षक 'पंजीकरण के लिए संक्षेपण' [इसके आगे कालम (3) के रूप में संदर्भित] के अन्तर्गत अंतिम प्रविष्टि एवं इससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतःस्थापित किया जाएगा, अर्थात् :-

"डाक्टर आफ मेडिसिन (क्लिनिकल फार्माकोलोजी)"

डीएम (क्लिनिकल फार्माकोलोजी)

(यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि यह सेठ जीएस मेडिकल कालेज, मुम्बई, में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक द्वारा वर्ष 2002 में अथवा उसके पश्चात् प्रदान की गई हो)

(घ) "राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बैंगलोर" के समक्ष शीर्षक 'मान्यता प्राप्त चिकित्सा अर्हता' [इसके आगे कालम (2) के रूप में संदर्भित] के अन्तर्गत, शीर्षक 'पंजीकरण के लिए संक्षेपण' [इसके आगे कालम (3) के रूप में संदर्भित] के अन्तर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतःस्थापित किया जाएगा, अर्थात् :-

"मास्टर आफ सर्जरी (ओर्थोपैडिक्स)"

एमएस (ओर्थोपैडिक्स)

(यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि यह एम.वी.जे. मेडिकल कालेज, बैंगलोर, कर्नाटक में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बैंगलोर द्वारा मई 2011 में अथवा उसके पश्चात् प्रदान की गई हो)

सभी नोट करें कि : 1. स्नातकोत्तर पाठ्यक्रम को प्रदान की गई मान्यता अधिकतम 5 वर्ष तक की अवधि के लिए होगी जिसके पश्चात् इसे नवीकृत करना होगा ।
2. उप-खंड 4 में यथापेक्षित मान्यता को समय से नवीकृत न करवाने के परिणामस्वरूप संबंधित स्नातकोत्तर पाठ्यक्रम में दाखिले निरपवाद रूप से बंद हो जाएंगे ।

[सं. यू. 12012/24/2012-एमई (पी-11)]

सूबे सिंह, उप सचिव

New Delhi, the 11th June, 2012

S.O. 2366.—In exercise of the powers conferred by sub-section (2) of the Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, due to change of nomenclature of the qualification namely :—

In the said Schedule—

(a) against "Sumandeep Vidyapeeth University, Vadodara, Gujarat" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—

2

3

"Diploma in Ophthalmology"

DO

(This shall be a recognised medical qualification when granted by Sumandeep Vidyapeeth University, Vadodara, Gujarat in respect of students being trained at Smt. B. K. Shah Medical Instt. & Research Centre, Vadodara, Gujarat on or after August 2011.

(b) against "Calicut University, Kerala" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—

2

3

"Master of Surgery (General Surgery)"

MS (General Surgery)

(This shall be a recognised medical qualification when granted by Calicut University, Kerala in respect of the students being trained at Govt. Medical College, Thrissur, Kerala on or after December, 2011.

2	3
(c) against "Maharashtra University, of Health Sciences, Nashik" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—	

2	3
"Doctor of Medicine (Clinical Pharmacology)"	DM (Clinical Pharmacology) (This shall be a recognised medical qualification when granted by Maharashtra University of Health Sciences, Nashik in respect of the students being trained at Seth G. S. Medical College, Mumbai on or after 2002.)

(d) against "Rajiv Gandhi University of Health Sciences, Bangalore" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—

2	3
"Master of Surgery (Orthopaedics)"	MS (Orthopaedics) (This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at M.V.J. Medical College, Bangalore, Karnataka on or after May, 2011.)

Note to all : 1. The recognition so granted to a Postgraduate Course shall be for a maximum period of 5 years, upon which it shall have to be renewed.

2. Failure to seek timely renewal of recognition as required in sub-clause-4 shall invariably result in stoppage of admissions to the concerned Postgraduate Course.

[No. U. 12012/24/2012-ME(P-II)]

SUBE SINGH, Dy. Secy.

नई दिल्ली, 11 जून, 2012

का.आ. 2367.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है अर्थात् :—

उक्त अनुसूची में —

2. दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में क्रम संख्या 104 के बाद कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित संख्या एवं प्रविष्टियां अन्तःस्थापित की जाएंगी, अर्थात् :—

"105 कुन्नूर विश्वविद्यालय, कुन्नूर, केरल

कुन्नूर दंत महाविद्यालय, अन्जाराकांडी,
केरल

(i) बैचलर आफ डेंटल सर्जरी

बीडीएस, कुन्नूर

(यदि 20-10-2011 को अथवा

विश्वविद्यालय, कुन्नूर, केरल'

उसके पश्चात् प्रदान की गई हो)

[सं. वी.12017/121/2005-डीई]

सूबे सिंह, उप सचिव

New Delhi, the 11th June, 2012

S.O. 2367.— In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against Serial No., in Part- I of the Schedule to the Dentists Act, 1948 (16 of 1948) after Serial No. 104, the following serial number and entries shall be inserted; namely:—

“ 105 Kannur University Kannur, Kerala

Kannur Dental College
Anajakandy, Kerala

(i) Bachelor of Dental Surgery
(if granted on or after 20-10-2011)

BDS, Kannur University,
Kannur, Kerala”

[No.V. 12017/121/2005-DE]

SUBE SINGH, Dy. Secy.

नई दिल्ली, 13 जून, 2012

का.आ. 2368.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है अर्थात् :—

उक्त अनुसूची में —

2. दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में क्रम संख्या 106 में निम्नलिखित संख्या और प्रविष्टियां अन्तःस्थापित की जाएंगी, अर्थात् :—

“ 07 विनोबा भावे विश्वविद्यालय, हजारीबाग

हजारीबाग दंत विज्ञान कालेज
एवं अस्पताल, हजारीबाग

(i) बैचलर आफ डेंटल सर्जरी
(यदि 19-3-2012 को अथवा
उसके पश्चात् प्रदान की गई हो)

बीडीएस, विनोबा भावे
विश्वविद्यालय, हजारीबाग”

[सं. वी. 12017/25/2006-डोई]

सूबे सिंह, उप सचिव

New Delhi, the 13th June, 2012

S.O. 2368.— In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In Part- I of the Schedule to the Dentists Act, 1948 (16 of 1948) after Serial No. 106, the following Serial number and entries shall be inserted, namely:—

“ 07 Vinoba Bhave University, Hazaribagh

Hazaribagh College of Dental
Sciences & Hospital, Harzaribagh

(i) Bachelor of Dental Surgery
(if granted on or after 19-3-2012)

BDS, Vinoba Bhave
University, Hazaribagh”

[No.V. 12017/25/2006-DE]

SUBE SINGH, Dy. Secy.

नई दिल्ली, 13 जून, 2012

का.आ. 2369.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है अर्थात् :—

उक्त अनुसूची में —

2. “केरल स्वास्थ्य विज्ञान विश्वविद्यालय, त्रिचूर” द्वारा दंत चिकित्सा डिग्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948

(1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 97 के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियाँ अन्तःस्थापित की जाएंगी, अर्थात् :—

“II नूरुल इस्लाम दंत विज्ञान महाविद्यालय, त्रिवेन्द्रम, केरल

(i) बैचलर आफ डेंटल सर्जरी

बीडीएस, केरल स्वास्थ्य विज्ञान विश्वविद्यालय, त्रिचूर”

(यदि 3-11-2011 को अथवा उसके पश्चात् प्रदान की गई हो)

[सं. वी. 12017/39/2005-डीई]

सुबे सिंह, उप सचिव

New Delhi, the 13th June, 2012

S.O. 2369.— In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against Serial No. 97, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Kerala University of Health Sciences, Thrissur the following entries shall be inserted thereunder :—

“II Noorul Islam College of Dental Sciences, Trivandrum, Kerala

(i) Bachelor of Dental Surgery

BDS, Kerala University of Health Sciences, Thrissur”.

(if granted on or after 03-11-2011)

[No.V. 12017/39/2005-DE]

SUBE SINGH, Dy. Secy.

नई दिल्ली, 13 जून, 2012

का.आ. 2370.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है अर्थात् :—

उक्त अनुसूची में —

2. “चौधरी चरण सिंह विश्वविद्यालय, मेरठ” द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 56 के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियाँ अन्तःस्थापित की जाएंगी, अर्थात् :—

“V कृष्णा डेंटल कालेज, गाजियाबाद (उत्तर प्रदेश)

(i) बैचलर आफ डेंटल सर्जरी

बीडीएस, चौधरी चरण सिंह विश्वविद्यालय, मेरठ”.

(यदि शैक्षणिक सत्र 2007-08 के दौरान दाखिल बीडीएस के विद्यार्थियों को प्रदान की गई हो)

[सं. वी. 12017/22/2004-डीई]

सुबे सिंह, उप सचिव

New Delhi, the 13th June, 2012

S.O. 2370.— In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against Serial No. 56, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Ch. Charan Singh University, Meerut, the following entries shall be inserted thereunder :—

“V Krishna Dental College, Ghaziabad (Uttar Pradesh)

(i) Bachelor of Dental Surgery
if granted to the BDS students admitted during
the academic session 2007-08 only)

BDS, Ch. Charan Singh University, Meerut”.

[No.V. 12017/22/2004-DE]

SUBE SINGH, Dy. Secy.

नई दिल्ली, 20 जून, 2012

का.आ. 2371.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अनुसूची में —

2. “केरल विश्वविद्यालय” द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 97 के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी, अर्थात् :—

“III श्री संकरा डेंटल कालेज, तिरुवनन्तपुरम, केरल

(i) बैचलर आफ डेंटल सर्जरी

बीडीएस, केरल विश्वविद्यालय”।

(यदि 29-10-2011 को अथवा उसके पश्चात्
प्रदान की गई हो)

[सं. वी. 12017/19/2005-डीई]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 20th June, 2012

S.O. 2371.— In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against Serial No. 97, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by University of Kerala the following entries shall be inserted thereunder :—

“III Sri Sankara Dental College,
Thiruvananthapuram, Kerala

(i) Bachelor of Dental Surgery

BDS, University of Kerala”.

(if granted on or after 29-10-2011)

[No.V. 12017/19/2005-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 21 जून, 2012

का.आ. 2372.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अनुसूची में —

2. “चौधरी चरण सिंह विश्वविद्यालय, मेरठ” द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में आईटीएस सेंटर फार डेंटल स्टडीज एंड रिसर्च, गाजियाबाद के संबंध में क्रम संख्या 56 के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी, अर्थात् :—

“(ii) मास्टर ऑफ डेंटल सर्जरी

पब्लिक हेल्थ डेन्टिस्ट्री

(यदि 24-4-2012 को अथवा उसके पश्चात् प्रदान की गई हो)

एमडीएस (पब्लिक हेल्थ डेन्टिस्ट्री),

चौधरी चरण सिंह विश्वविद्यालय, मेरठ”।

[सं. वी. 12017/71/2005-डीई]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 21st June, 2012

S.O. 2372.— In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against Serial No. 56, in respect of I.T.S. Centre for Dental Studies & Research, Ghaziabad, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Ch. Charan Singh University, Meerut, the following entries shall be inserted thereunder :—

“(ii) Master of Dental Surgery

Public Health Dentistry

(if granted on or after 24-4-2012)

MDS, (Public Health Dentistry), Ch. Charan Singh University, Meerut”.

[No.V.12017/71/2005-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 21 जून, 2012

का.आ. 2373.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अनुसूची में -

2. “डॉ. बी.आर. अम्बेडकर विश्वविद्यालय, आगरा, उत्तर प्रदेश” द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में क्रम संख्या 58 के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी, अर्थात् :-

“कांती देवी डेंटल कालेज एवं अस्पताल, मथुरा

मास्टर ऑफ डेंटल सर्जरी

प्रोस्थोडोन्टिक्स तथा क्राउन एवं ब्रिज

(यदि 21-9-2011 को अथवा उसके पश्चात् प्रदान की गई हो)

एमडीएस (प्रोस्थो. तथा क्राउन एवं ब्रिज),

डॉ. बी.आर. अम्बेडकर विश्वविद्यालय, आगरा (उत्तर प्रदेश)”।

[सं. वी. 12017/02/2007-डीई]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 21st June, 2012

S.O. 2373.— In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against Serial No. 58, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Dr. B.R. Ambedkar University, Agra, U.P. the following entries shall be inserted thereunder :—

“ Kanti Devi Dental College & Hospital, Mathura.

Master of Dental Surgery

Prosthodontics and Crown & Bridge
(if granted on or after 21-9-2011)

MDS, (Prosth. and crown & Bridge), Dr. B.R. Ambedkar
University, Agra (U.P.)”.

[No.V. 12017/02/2007-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 21 जून, 2012

का.आ. 2374.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम के भाग-1 में निम्नलिखित संशोधन करती है अर्थात् :—

उक्त अनुसूची में —

2. “डॉ. आर.एम.एल. अवध विश्वविद्यालय, फैजाबाद (उत्तर प्रदेश)” द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में क्रम संख्या 55 के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी, अर्थात् :—

“करियर स्नातकोत्तर दंत विज्ञान संस्थान एवं अस्पताल, लखनऊ

(ii) मास्टर ऑफ डेंटल सर्जरी

(i) कन्जर्वेटिव डेन्टिस्ट्री एवं एन्डोडोन्टिक्स
(यदि 25-8-2011 को अथवा उसके पश्चात् प्रदान की गई हो)

एमडीएस (कन्ज. डेन्टिस्ट्री एवं एन्डो.), डॉ. आर. एम. एल. अवध विश्वविद्यालय, फैजाबाद (उत्तर प्रदेश)

(ii) पैडोडोन्टिक्स एवं प्रीवेन्टिव डेन्टिस्ट्री
(यदि 18-8-2011 को अथवा उसके पश्चात् प्रदान की गई हो)

एमडीएस (पैडो. एवं प्रीवेन्टिव डेन्टिस्ट्री), डॉ. आर. एम. एल. अवध विश्वविद्यालय, फैजाबाद (उत्तर प्रदेश)

(iii) ओरल पैथोलोजी एवं माइक्रोबायोलोजी
(यदि 3-9-2011 को अथवा उसके पश्चात् प्रदान की गई हो)

एमडीएस (ओरल पैथोलोजी एवं माइक्रोबायोलोजी), डॉ. आर. एम. एल. अवध विश्वविद्यालय, फैजाबाद (उत्तर प्रदेश)

(iv) प्रोस्थोडोन्टिक्स तथा क्राउन एवं ब्रिज
(यदि 3-9-2011 को अथवा उसके पश्चात् प्रदान की गई हो)

एमडीएस (प्रोस्थो. तथा क्राउन एवं ब्रिज), डॉ. आर. एम. एल. अवध विश्वविद्यालय, फैजाबाद (उत्तर प्रदेश)

(v) ओरल एवं मेक्सिलोफेशियल सर्जरी
(यदि 6-9-2011 को अथवा उसके पश्चात् प्रदान की गई हो)

एमडीएस (ओरल एवं मैक्स. सर्जरी), डॉ. आर. एम. एल. अवध विश्वविद्यालय, फैजाबाद (उत्तर प्रदेश)”

[सं. वी. 12017/17/2007-डीई]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 21st June, 2012

S.O. 2374.— In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against Serial No. 55, in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Dr. R.M.L. Avadh University, Faizabad (U.P.) the following entries shall be inserted thereunder :—

“ Career Post-Graduate Institute of Dental Sciences and Hospital, Lucknow

(ii) Master of Dental Surgery

(i) Conservative Dentistry and Endodontics
(if granted on or after 25-8-2011)

MDS, (Cons. Dentistry and Ends), Dr. R.M. L. Avadh University, Faizabad, (U.P.).

(ii) Paedodontics and Preventive Dentistry
(if granted on or after 18-8-2011)

MDS (Paedo. and Preventive Dentistry), Dr. R.M. L. Avadh University, Faizabad, (U.P.).

(iii) Oral Pathology and Microbiology
(if granted on or after 3-9-2011)

MDS (Oral Pathology and Microbiology), Dr. R.M.L. Avadh University, Faizabad, (U.P.).

(iv) Prosthodontics and Crown and Bridge
(if granted on or after 3-9-2011)

MDS (Prosthodontics and Crown and Bridge), Dr. R. M. L. Avadh University, Faizabad, (U.P.).

(v) Oral & Maxillofacial Surgery
(if granted on or after 6-9-2011)

MDS (Oral and Max. Surgery), Dr. R. M. L. Avadh University, Faizabad, (U.P.).

[No.V. 12017/17/2007-DE]
ANITA TRIPATHI, Under Secy.

नई दिल्ली, 28 जून, 2012

का.आ. 2375.—केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के बाद, एतद्द्वारा अर्हता की नामावली के बदलाव के कारण उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात् :—

प्रथम अनुसूची में “महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक” के समक्ष शीर्षक ‘मान्यता प्राप्त चिकित्सा अर्हता’ [इसके आगे कालम (2) के रूप में संदर्भित] के अन्तर्गत, शीर्षक ‘पंजीकरण के लिए संक्षेपण’ [इसके आगे कालम (3) के रूप में संदर्भित] के अन्तर्गत निम्नलिखित को अंतःस्थापित किया जाएगा, अर्थात् :—

(2)

(3)

“बैचलर ऑफ मेडिसिन एवं बैचलर ऑफ सर्जरी”

एमबीबीएस

(यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि यह श्री काशीबाई नवेल मेडिकल कालेज एवं जनरल हास्पिटल, पुणे, महाराष्ट्र में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक द्वारा प्रति वर्ष 100 विद्यार्थियों के वार्षिक दाखिले के साथ दिसम्बर, 2011 में अथवा उसके बाद प्रदान की गई हो।)

[सं. यू. 12012/355/2006-एमई (पी-11)]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 28th June, 2012

S.O. 2375.—In exercise of the powers conferred by sub-section (2) of Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby, makes the following further amendments in the first Schedule to the said Act, namely:—

In the said First Schedule against “Maharashtra University of Health Sciences, Nashik” under the heading ‘Recognized Medical Qualification’ [in column (2)] and under the heading ‘Abbreviation for Registration’ [in column (3)], the following shall be inserted, namely :—

(2)

(3)

Bachelor of Medicine and Bachelor of Surgery

M.B.B.S.

(This shall be a recognized medical qualification when granted by Maharashtra University of Health Sciences, Nashik, Maharashtra in respect of students being trained at Smt. Kashibai Navale Medical College & General Hospital, Pune, Maharashtra on or after December, 2011 with annual intake of 100 students per year.)

[No. U. 12012/355/2006-ME(P-II)]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 28 जून, 2012

का.आ. 2376.—केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के बाद, एतद्द्वारा अर्हता की नामावली के बदलाव के कारण उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात् :—

प्रथम अनुसूची में “पांडिचेरी विश्वविद्यालय” के समक्ष शीर्षक ‘मान्यता प्राप्त चिकित्सा अर्हता’ [इसके आगे कालम (2) के रूप

में संदर्भित] के अन्तर्गत, शीर्षक 'पंजीकरण के लिए संक्षेपण' [इसके आगे कालम (3) के रूप में संदर्भित] के अन्तर्गत निम्नलिखित को अंतःस्थापित किया जाएगा, अर्थात् : —

(2)	(3)
"बैचलर ऑफ मेडिसिन एवं बैचलर ऑफ सर्जरी"	एमबीबीएस (यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि यह श्री वेंकटेश्वर मेडिकल कालेज अस्पताल एवं अनुसंधान केन्द्र, पांडिचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में पांडिचेरी विश्वविद्यालय द्वारा प्रति वर्ष 150 विद्यार्थियों के वार्षिक दाखिले के साथ दिसम्बर, 2011 में अथवा उसके बाद प्रदान की गई हो।)

[सं. यू. 12012/205/2005-एमई(पी- II)]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 28th June, 2012

S.O. 2376.— In exercise of the powers conferred by sub-section (2) of Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby, makes the following further amendments in the First Schedule to the said Act, namely:—

In the said First Schedule against "Pondicherry University" under the heading 'Recognized Medical Qualification' [in column (2)] and under the heading 'Abbreviation for Registration' [in column (3)], the following shall be inserted, namely:—

(2)	(3)
Bachelor of Medicine and Bachelor of Surgery	M.B.B.S. (This shall be a recognized medical qualification when granted by Pondicherry University in respect of students being trained at Sri Venkateswara Medical College, Hospital & Research Centre, Pondicherry on or after December, 2011 with annual intake of 150 students per year.)

[No. U. 12012/205/2005-ME(P-II)]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 5 जुलाई, 2012

का.आ. 2377.—केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय आयुर्विज्ञान परिषद से परामर्श करने के बाद, एतद्वारा अर्हता की नामावली के बदलाव के कारण उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात् :—

प्रथम अनुसूची में "कालीकट विश्वविद्यालय" के समक्ष शीर्षक 'मान्यता प्राप्त चिकित्सा अर्हता' [इसके आगे कालम (2) के रूप में संदर्भित] के अन्तर्गत, शीर्षक 'पंजीकरण के लिए संक्षेपण' [इसके आगे कालम (3) के रूप में संदर्भित] के अन्तर्गत निम्नलिखित को अंतःस्थापित किया जाएगा, अर्थात् : —

(2)	(3)
"बैचलर आफ मेडिसिन एवं बैचलर आफ सर्जरी"	एमबीबीएस (यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि यह करुणा मेडिकल कालेज, पालाकाडु, केरल में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में कालीकट विश्वविद्यालय द्वारा प्रति वर्ष 100 विद्यार्थियों के वार्षिक दाखिले के साथ अक्टूबर, 2011 में अथवा उसके बाद प्रदान की गई हो।)

[सं. यू. 12012/98/2004-एमई(पी- II)]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 5th July, 2012

S.O. 2377.— In exercise of the powers conferred by sub-section (2) of Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting with the Medical Council of India, hereby, makes the following further amendments in the First Schedule to the said Act, namely:—

In the said First Schedule against "University of Calicut" under the heading 'Recognized Medical Qualification' [in column (2)] and under the heading 'Abbreviation for Registration' [in column (3)], the following shall be inserted, namely:—

(2)	(3)
Bachelor of Medicine and Bachelor of Surgery	M.B.B.S. (This shall be a recognized medical qualification when granted by University Calicut in respect of students being trained at Karuna Medical College Pallakad, Kerala on or after October, 2011 with annual intake of 100 students per year.)

[No. U. 12012/98/2004-ME(P-II)]

ANITA TRIPATHI, Under Secy.

उद्योगोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(खाद्य और सार्वजनिक वितरण विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 5 जुलाई, 2012

क्र.अ. 2378.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक(कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या, वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 15710 : 2006 सड़क वाहन-संपीडित प्राकृतिक गैस (सीएनजी) ईंधन प्रणाली के घटक-सामान्य आवश्यकताओं और परिभाषाएँ	संशोधन संख्या 1, जून 2012	तत्काल प्रभाव से
2.	आई एस 15711 : 2006 सड़क वाहन-संपीडित प्राकृतिक गैस (सीएनजी) ईंधन प्रणाली के घटक-प्रदर्शन और सामान्य परीक्षण तरीके	संशोधन संख्या 1, जून 2012	तत्काल प्रभाव से
3.	आई एस 15712 : 2006 सड़क वाहन-संपीडित प्राकृतिक गैस (सीएनजी) ईंधन प्रणाली के घटक-स्वचल वाल्व (सोलीनोएड वाल्व)	संशोधन संख्या 1, जून 2012	तत्काल प्रभाव से
4.	आई एस 15713 : 2006 सड़क वाहन-संपीडित प्राकृतिक गैस (सीएनजी) ईंधन प्रणाली के घटक-दाब रेग्युलेटर	संशोधन संख्या 1, जून 2012	तत्काल प्रभाव से
5.	आई एस 15714 : 2006 सड़क वाहन-संपीडित प्राकृतिक गैस (सीएनजी) ईंधन प्रणाली के घटक-गैस/हवा मिक्सर	संशोधन संख्या 1, जून 2012	तत्काल प्रभाव से
6.	आई एस 15716 : 2006 सड़क वाहन-संपीडित प्राकृतिक गैस (सीएनजी) ईंधन प्रणाली के घटक-	संशोधन संख्या 2, जून 2012	तत्काल प्रभाव से

(1)	(2)	(3)	(4)
	सिरा कनेक्शनों सहित सीएनजी उच्च दाब ईंधन लाईन (द्रव) [2.15 मैगापास्कल (21.5 बार) से अधिक दाब की]		
7.	आई एस 15717 : 2006 सड़क वाहन-संपीडित प्राकृतिक गैस (सीएनजी)/द्रवित पेटोलियम गैस (एलपीजी) ईंधन प्रणाली के घटक-पेट्रोल वाल्व (ऑटोमैटिक/मैन्युल)	संशोधन संख्या 2, जून 2012	तत्काल प्रभाव से
8.	आई एस 15719 : 2006 सड़क वाहन-संपीडित प्राकृतिक गैस (सीएनजी)/द्रवित पेटोलियम गैस (एलपीजी) ईंधन प्रणाली के घटक-विद्युत वार्यरिंग किट	संशोधन संख्या 1, जून 2012	तत्काल प्रभाव से
9.	आई एस 15720 : 2008 सड़क वाहन-संपीडित प्राकृतिक गैस (सीएनजी) तथा द्रवित पेटोलियम गैस (एलपीजी) ईंधन प्रणाली के घटक-कोष्ठ/उप कोष्ठ	संशोधन संख्या 1, जून 2012	तत्काल प्रभाव से
10.	आई एस 15721 : 2006 सड़क वाहन-संपीडित प्राकृतिक गैस (सीएनजी)-सीट, सोफासाजी, छत और साइड लाइनिंग के लिए अग्नि मंदक	संशोधन संख्या 1, जून 2012	तत्काल प्रभाव से
11.	आई एस 15723 : 2006 सड़क वाहन-संपीडित प्राकृतिक गैस (सीएनजी) तथा द्रवित पेटोलियम गैस (एलपीजी) ईंधन प्रणाली के घटक-करंट सीमित करने वाली युक्तियाँ	संशोधन संख्या 1, जून 2012	तत्काल प्रभाव से

इस संशोधन की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे, परवाणु, देहरादून तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : टी ई डी/जी-16]

टी. वी. सिंह, वैज्ञानिक 'एफ' एवं प्रमुख (टी ई डी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 5th July, 2012

S.O. 2378.— In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

No.	No., year & title of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 15710 : 2006 Road vehicles - Compressed Natural Gas (CNG) - Fuel system components- General requirements and definitions	Amendment No. 1, June 2012	With immediate effect
2.	IS 15711 : 2006 Road vehicles - Compressed Natural Gas (CNG) - Fuel system components- Performance and general test methods	Amendment No. 1, June 2012	With immediate effect

(1)	(2)	(3)	(4)
3.	IS 15712 : 2006 Road vehicles - Compressed Natural Gas (CNG) - Fuel system components-Automatic valve (Solenoid valve)	Amendment No. 1, June 2012	With immediate effect
4.	IS 15713 : 2006 Road vehicles - Compressed Natural Gas (CNG) - Fuel system components-Pressure regulator	Amendment No. 1, June 2012	With immediate effect
5.	IS 15714 : 2006 Road vehicles - Compressed Natural Gas (CNG) Fuel system components-Gas/Air mixer	Amendment No. 1, June 2012	With immediate effect
6.	IS 15716 : 2006 Road vehicles - Compressed Natural Gas (CNG) - Fuel system components-CNG High pressure fuel line (Rigid) with end connections [Having pressure exceeding 2.15 MPa (21.5 Bar)]	Amendment No. 2, June 2012	With immediate effect
7.	IS 15717 : 2006 Road vehicles - Compressed Natural Gas (CNG) - Liquefied Petroleum Gas (LPG) Fuel system components- Petrol valve (Automatic/manual)	Amendment No. 2, June 2012	With immediate effect
8.	IS 15719: 2006 Road vehicles - Compressed Natural Gas (CNG)/ Liquefied Petroleum Gas (LPG) Fuel system components-Electrical wiring kit	Amendment No. 1, June 2012	With immediate effect
9.	IS 15720: 2008 Road vehicles - Compressed Natural Gas (CNG) and Liquefied Petroleum Gas (LPG) Fuel system components- Compartments/Sub-compartments	Amendment No. 1, June 2012	With immediate effect
10.	IS 15721: 2006 Road vehicles - Compressed Natural Gas (CNG) - Fire retardant material for seat, upholstery, roof and side lining	Amendment No. 1, June 2012	With immediate effect
11.	IS 15723: 2006 Road vehicles - Compressed Natural Gas (CNG) and Liquefied Petroleum Gas (LPG) Fuel system components-Current limiting devices	Amendment No. 1, June 2012	With immediate effect

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Parwanoo, Dehradun, Thiruvananthapuram.

[Ref: TEDG-16]

T. V. SINGH, Scientist 'F' & Head (Transport Engg.)

(खाद्य और सार्वजनिक वितरण विभाग)

नई दिल्ली, 11 जुलाई, 2012

का. अ. 2379.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय (खाद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालय, जिसके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है:-

1. केन्द्रीय भण्डारण नियम,
केन्द्रीय भंडागार, चिकलथाना,
औरंगाबाद, महाराष्ट्र -431006

[सं. ई 11011/1/2008-हिन्दी]

गिरीश शंकर, संयुक्त सचिव

(Department of Food and Public Distribution)

New Delhi, the 11th July, 2012

S.O. 2379.— In pursuance of sub-rule (4) of Rule 10 of the Official Language (use for official purpose of the Union) Rules, 1976 the Central Government hereby notifies the following office under the administrative control of the Ministry of Consumer Affairs Food & Public Distribution (Deptt. of Food & Public Distribution), where of more than 80% of staff has acquired the working knowledge of Hindi :

1. Central Warehousing Corporation,
Central Warehouse, Chikalthana,
Aurangabad, Maharashtra - 431006

[No. F-11011/1/2008-Hindi]

GIRISH SHANKAR, Jr. Secy.

नई दिल्ली, 10 जुलाई, 2012

का. आ. 2380.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपविनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :

अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृति करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भामा सं./भाग/खण्ड/वर्ष
1.	3843166	19-06-2012	इलेक्ट्रोमैग मेथड्स ब्लॉक नं. 17, तीसरा माला, प्रभादेवी इण्डस्ट्रीयल इस्टेट, 402 वीर सावरकर मार्ग, प्रभादेवी, मुंबई -400025	विस्फोटो पर्यावरण-भाग 1: ज्वालासह आवरण "d" द्वारा उपकरण संरक्षण	भा.मा/आय ई सी 60079-1:2007

[सं. केन्द्रीय प्रमाणन विभाग/13:11]

एस. बी. रॉय, वैज्ञानिक 'एफ' एवं प्रमुख (एम डी एम III)

New Delhi, the 10th July, 2012

S.O. 2380.— In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given below in the following schedule :

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and address (factory) of the party	Product	IS No./Part/Sec/Year
1.	3843166	19-06-2012	Elektromag Methods Block No. 7, Third floor, prabhadevi Indl Estate, 402 Veer Savarkar Marg Prabhadevi, Mumabai - 400025	Explosive Atmospheres Part 1 equipment protection by flameproof enclosures "d"	IS/IEC 60079-1:2007

[No. CMD/13:11]

S.B. ROY, Scientist 'F' & Head (MDM-III)

नई दिल्ली, 10 जुलाई, 2012

का. आ. 2381.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 5 के उपविनियम (6) के अनुसूची में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे रद्द कर दिए गए हैं :

अनुसूची

क्रम सं.	लाइसेंस संख्या	लाइसेंसधारी का नाम एवं पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
1.	2141937	रूपम इण्डस्ट्रीज गला नं. 12, दूसरा माला, घनश्याम इण्डस्ट्रियल इस्टेट, वीरा देसाई रोड, (ऑफ वरसोवा रोड), अंधेरी - (पश्चिम) मुंबई - 400058	भा. मा. 694 : 1990 1100 वोल्ट तक एवं सहित कार्यकारी बोल्टता के लिए पी वी सी रोधित केबल	08-06-2012
2.	7199084	कोना इलेक्ट्रॉनिक्स में और रिसर्च प्रा.लि. 17 से 20 प्रगति इण्डस्ट्रियल इस्टेट, 66केवी पावर स्टेशन के सामने, अमली, सोलवासा-396230 दादरा और नगर हवेली	भा मा 3854 : 1997 घरेलू और समान प्रयोजनों के लिए स्विचें	26-06-2012

[सं. केंद्रीय प्रमाणन विभाग/13:13]

एस. बी. रॉय, वैज्ञानिक 'एफ' एवं प्रमुख (एम डी एम-III)

New Delhi, the 10th July, 2012

S.O. 2381.— In pursuance of sub-regulation (6) of regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given are in the following schedule have been cancelled with effect from the date indicated against each :

SCHEDULE

Sl. No.	Licence No.	Name and address of the licensee	Article/process with relevant Indian standard covered by Licence	Date of cancellation
1.	2141937	Roopam Industries Gala No. 12, Second Floor, Ghanshyam Indl.Estate, Veera Desai Road (off versova road) Andheri (West) Mumbai - 400058	IS 694 : 1990 pvc insulated cables for working voltages upto and including 1100 v	08-06-2012
2.	7199084	Cona Electronics Mnfg. & Research Pvt Ltd. 17 to 20 Pragati Industrial Estate, Opp: 66KV Power Station, Amli, Silvassa - 396230 Distt : Dadra and Nagar Haveli,	IS 3854 : 1997 Switches for Domestic and Similar Purposes	26-06-2012

[No. CMD/13:13]

S. B. ROY, Scientist 'F' and Head (MDM-III)

नई दिल्ली, 13 जुलाई, 2012

का.आ. 2382.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के अधिनियम 5 के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिनके विवरण नीचे अनुसूची में दिए गए हैं को लाइसेंस प्रदान किया जा रहा है :

अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भा मा भाग संख्या	अनु वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7) (8) (9)
01.	828675	01-05-2012	नर्मदा पाईप्स सर्वे नं. 211, राजकोट-गोण्डल नेशनल हाईवे, वाया भक्तिनगर स्टेशन, वेरावल (शापर), जिला राजकोट, गुजरात-360002	मिंचाई उपस्कर-स्पिंकलर पाइप-विशिष्ट भाग 2 सहज संयोजी पालीएथिलीन पाइप तथा फिटिंग्स	14151 2	2008
02.	826772	03-05-2012	विजय टिम्बर इन्डस्ट्रीज प्राईवेट लिमिटेड, सर्वे नं. 515 मोडवादा रोड, गांव भीटरीरोहर तालुका गांधीधाम, जिला कच्छ गुजरात-370201	ब्लॉक बोर्ड	1659	2004
03.	827875	07-05-2012	श्री रामदेव स्टील इन्डस्ट्रीज सर्वे नम्बर 99, 100, भजन धर्म कान्हा के सामने जी आई डी सी फेज IV, शिहोर धन्वाली रोड शिहोर, जिला भावनगर गुजरात-364240	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विकसित इस्पात छड़ और तार	1786	2008
04.	828776	07-05-2012	एशियन इन्डस्ट्रीज सर्वे नम्बर 183/2 शिहोर धान्यली रोड, शिहोर जिला भावनगर, गुजरात	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विकसित इस्पात छड़ और तार	1786	2008
05.	827673	07-05-2012	एयरकैब इन्डस्ट्रीज प्लॉट नम्बर जी 545 सी राजेन्द्र कोल्ड स्टोरेज के पोछे मेटोडा जी आई डी सी तालुका लोधिका जिला राजकोट, गुजरात-360021	पॉलीसी रोहित केबल	694	1990
06.	828574	08-05-2012	प्युरीटी पोलिमर्स प्राईवेट लिमिटेड प्लॉट नम्बर जी 1890 जी आई डी सी मेटोडा किशान गेट रोड तालुका लोधिका जिला राजकोट गुजरात-360021	पानी की आपूर्ति हेतु घनत्व पॉलीइथाईलीन पाइप	4984	1995

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
07.	3829273	09-05-2012	वृन्दावन पोलीमर्स हलवद रोड पवन चक्की धार गांव नवी पीपली, तालुका मोरवी जिला राजकोट गुजरात-363642	पेयजल आपूर्ति के लिए अप्लास्टिकृत पीवीसी पाइप	4985	-		2000
08.	3829374	09-05-2012	रामेश्वर स्टील री रोलिंग मिल्स प्लाट नम्बर 106 जी आई डी सी वरतेज भावनगर, गुजरात-364001	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विकसित इस्पात छड़ और तार	1786	-		2008
09.	3830460	11-05-2012	नर्मदा पाईप्स सर्वे नम्बर 211 राष्ट्रीय राजमार्ग 8 बी वेरावल शापर तालुका कोटडा सांगानी जिला राजकोट, गुजरात-360024	ईमोर्टिंग पाईप सिस्टम	13488	-		2008
10.	3830359	11-05-2012	नर्मदा पाईप्स सर्वे नम्बर 211 राष्ट्रीय राजमार्ग 8 बी वेरावल शापर तालुका कोटडा सांगानी जिला राजकोट, गुजरात-360024	सिंचाई उपस्कर-छलनी टाइप फिल्टर-विशिष्ट	12786	-		1989
11.	3830965	14-05-2012	जे आर स्टील इन्डस्ट्रीज प्लाट नम्बर 40 शिहोर-अहमदाबाद रोड गांव वाडीया, तालुका शिहोर जिला भावनगर, गुजरात-364240	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विकसित इस्पात छड़ और तार	1786	-		2008
12.	3832161	14-05-2012	जय गणेश स्टील रोलिंग मिल प्लाट नम्बर 81, 82, जी आई डी सी गांव वरतेज, जिला भावनगर गुजरात-364040	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विकसित इस्पात छड़ और तार	1786	-		2008
13.	3831159	14-05-2012	बजरंग इन्डस्ट्रीज सर्वे नं. 266, प्लाट नं. 9, महादेव इन्डस्ट्रीयल, रेलवे क्रासिंग रोड, कोठारीया सोल्वन्ट के पास, गोंडल रोड, कोठारीया, राजकोट गुजरात-360003	साफ और ठंडे पानी के लिए क्षैतिज अपकेन्द्री पम्प-विशिष्ट	6595	1	-	2006

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
4.	3831361	15-05-2012	एलिगन्ट पोलिमर्स नवागाम गांव बामनबोर तालुका चोटीला जिला सुरेन्द्रनगर गुजरात-363520	हॉट रोल्ड मेडियम एण्ड हाई टेंसायल स्ट्रक्चरल स्टील	12786	-	1989	
15	3831260	15-05-2012	एलिगन्ट पोलिमर्स नवागाम गांव बामनबोर तालुका चोटीला जिला सुरेन्द्रनगर गुजरात-363520	ईमीटिंग पाईप सिस्टम	13488	-	2008	
16.	3831563	16-05-2012	बंसरी ज्वेलर्स शॉप नं. बी-1, भूतल ढाकर आर्कड, आशापुरा मंदिर के सामने, पेलेस रोड, कोठरीया नाका, राजकोट गुजरात-360001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन-विशिष्ट	1417	-	1999	
17.	3832363	17-05-2012	शक्ति ज्वेलर्स, सेन्ट्रल बैंक रोड, मेईन बाजार, जामजोधपुर, जिला-जामनगर, गुजरात-360530	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन-विशिष्ट	1417	-	1999	
18.	3832464	17-05-2012	चांदनी ज्वेलर्स, सिनेमा रोड के सामने बालमंदिर के पीछे, माण्णाबदर, जूनागढ़, गुजरात-362630	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन-विशिष्ट	1417	-	1999	
19.	3832565	17-05-2012	श्रीजी ज्वेलर्स, सुथारवाडा चौक, पटेल रोड, केशोद, जूनागढ़, गुजरात-362630	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन-विशिष्ट	1417	-	1999	
20.	3832666	17-05-2012	राम ज्वेलर्स, जवरी बाजार, पारेख चौक, पोरबंदर, गुजरात-360575	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन-विशिष्ट	1417	-	1999	
21.	3832060	17-05-2012	कृष्णा मेनुफेक्चर्स अमृत उद्योग, कोठरीया सर्वे नंबर, 208, प्लॉट नं. 29, एटलस इन्डस्ट्रियल एरिया के पीछे, कोठरीया रेलवे क्रॉसिंग राजकोट, गुजरात-360003	पम्प पुनर्योजी स्वच्छ ठंडे पानी के लिए विशिष्ट	8472	-	1998	

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
22.	3832868	17-05-2012	अजंता लिमिटेड पी.ओ. बॉक्स नम्बर 177 ओरपेट इन्डस्ट्रियल एस्टेट मोरवी-राजकोट हाईवे मोरबी जिला राजकोट, गुजरात-363641	इलेक्ट्रॉनिक टाइप पंखा रेग्युलेटर	11037	-		1984
23.	3834670	23-05-2012	त्रिलोक इन्जीनियरिंग 2 खोड़ीयार इन्डस्ट्रियल एरिया ढेबर रोड (साऊथ) राजकमल पेट्रोल पम्प के सामने रेलवे क्रॉसिंग राजकोट गुजरात-360004	खुले कुएं के लिए सबमर्सीबल पम्प सेट्स	14220	-		1994
24.	3834771	23-05-2012	त्रिलोक इन्जीनियरिंग 2 खोड़ीयार इन्डस्ट्रियल एरिया ढेबर रोड (साऊथ) राजकमल पेट्रोल पम्प के सामने रेलवे क्रॉसिंग राजकोट, गुजरात 360004	सबमर्सीबल पम्प सेट्स	8034	-		2002
25.	3835672	23-05-2012	फायर स्टोन इन्डस्ट्रीज प्लॉट नं. 2404 लोधिकी जि. जी. आर्. डी. सी. इस्टेट रोड-एफ कॉर्नर, दूसरा गेट गांव मेटोडा, तालुका लोधिका जिला राजकोट, गुजरात 360021	अग्नि शमन के लिए स्टैंड पोट प्रकार के जल और झाग मॉनीटर विशिष्ट	8442	-		1977
26.	3835571	24 05 2012	एवरशाइन स्टील सर्वे नं. 3031-पी धांधाली रोड, गांव वडिया तालुका शिहोर जिला भावनगर, गुजरात	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विकसित इस्पात छड़ और तार	1786			2008
27.	3836169	25 05 2012	महादेव लॉमिनेशनश प्राइवेट लि. सर्वे नं. 49, पालंकी । प्लॉट नं. 3 और 4, गांव जामबडी तालुका गोंडल, जिला राजकोट गुजरात 363011	सजावटी ताप स्थिरण संश्लिष्ट रेजिनबद्ध परतदार चद्दर	2046			1995
28.	3836270	25 05 2012	अजंता मैन्युफैक्चरिंग लि. ओरपेट इन्डस्ट्रियल एस्टेट राजकोट-मोरबी हाईवे, मोरबी जिला राजकोट, गुजरात-363641	विद्युत उपस्कर, घरेलू और समान संस्थापनों के लिए ओवरकरंट से सुरक्षा हेतु परिपथ वियोजक	60898	1		2002
29.	3836573	28 05 2012	मारुती इलेक्ट्रिक बालाजी इन्डस्ट्रियल पार्क प्लॉट नम्बर बी-6, गोंडल रोड ओक्स्ट्रोय पोस्ट के पीछे राजकोट, गुजरात-360002	खुले कुएं के लिए सबमर्सीबल पम्पसेट्स	14220			1994

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
30.	3836674	28-05-2012	मोनल लैमीनेट प्राइवेट लि. 8 ए राष्ट्रीय राजमार्ग लखधीरपुर रोड मोनल सेरामिक के पीछे गांव धुन्द्र, तालुका मोरबी जिला राजकोट, गुजरात-363642	सजावटी ताप स्थिरण संश्लिष्ट रेजिनबद्ध परतदार चदर	2046	-	-	1995
31.	3837878	28-05-2012	वैल लेमीनेटस 8 ए राष्ट्रीय राजमार्ग गांव जामबुदिया तालुका मोरबी जिला राजकोट गुजरात-364242	सजावटी ताप स्थिरण संश्लिष्ट रेजिनबद्ध परतदार चदर	2046	-	-	1995
32.	3836775	28-05-2012	जिन्दाल प्लाई (इन्डिया) प्राइवेट लि. सर्वे नं. 114, पल्सार, वरसामेडी, तालुका अंजार, जिला कच्छ, गुजरात-370201	ब्लॉक बोर्ड	1659	-	-	2004
33.	3836876	28-05-2012	जिन्दाल प्लाई (इन्डिया) प्राइवेट लि. सर्वे नं. 114, पल्सार, वरसामेडी, तालुका अंजार, जिला कच्छ, गुजरात-370201	सामान्य प्रयोजनों के लिए प्लाईवुड	303	-	-	1989
34.	3838072	29-05-2012	राजकपाल एग्जीम प्राइवेट लि. सर्वे नम्बर 11 प्लॉट नम्बर 5 राष्ट्रीय राजमार्ग 8 ए गांव बरसाना तालुका अंजार, जिला कच्छ गुजरात-370110	लकड़ी के सपाट दरवाजे के शटर (ठोस टाइप) भाग 1 प्लाईवुड के सतह युक्त	2202	1	-	1999
35.	3837676	29-05-2012	कृपाली इल्क्ट्रीकल्स अमृत उद्योगनगर, गली नम्बर 3 सोमनाथ इन्डस्ट्रियल एरिया के पास, गोंडल हाईवे कोठारिया, राजकोट गुजरात 360004	सबमर्सीबल पम्प सेट्स	8034	-	-	2002
36.	3837777	29-05-2012	श्रेष्ठ इन्डस्ट्रीज सर्वे नम्बर 171/172 प्लॉट नम्बर 4 बी यमुना इन्डस्ट्रीज के पास एस आई डी सी मेन रोड वेरावल (शापर) तालुका कोटडा सांगानी जिला राजकोट, गुजरात	सबमर्सीबल पम्प सेट्स	8034	-	-	2002
37.	3837575	29-05-2012	प्रिया बेवरेजीज केनाडी रोड योगस्वर सोसाइटी भाटिया, तालुका कलयानपुर जिला जामनगर, गुजरात-361315	पैकेजबन्द पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
38.	3838779	31-05-2012	कच्छ प्लाईवुड इन्डस्ट्रीज सर्वे नम्बर 284, गांव चोपाड़वा तालुका भचाऊ जिला कच्छ, गुजरात-370140	ब्लॉक बोर्ड	1659		-	2004
39.	3838981	31-05-2012	कच्छ प्लाईवुड इन्डस्ट्रीज सर्वे नम्बर 284, गांव चोपाड़वा तालुका भचाऊ जिला कच्छ, गुजरात-370140	लकड़ी के सपाट दरवाजे के शटर (ठोस टाइप) भाग I प्लाईवुड के सतह युक्त	2202	1	-	1999
40.	3838880	31-05-2012	कच्छ प्लाईवुड इन्डस्ट्रीज सर्वे नम्बर 284, गांव चोपाड़वा तालुका भचाऊ जिला कच्छ, गुजरात-370140	सामान्य प्रयोजनों के लिए प्लाईवुड	303		-	1989

[सं. केन्द्रीय प्रमाणन विभाग/13 : 11]

एम. राधाकृष्ण, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 13th July, 2012

S. O. 2382.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name & Address of the Party	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
01.	3828675	01-05-2012	Narmada Pipes Survey No. 211, Rajkot-Gondal National Highway, Via, Bhaktinagar Station (Rajkot), Veraval (Shapar), Dist. Rajkot, Gujarat-360002	Irrigation equipment-sprinkler pipes—part 2 : quick coupled polyethylene pipes	14151	2	-	2008
02.	3826772	03-05-2012	Vijay Timber Industries Private Limited Survey No. 515/1, Modvadar Road, Village Mithirohar, Taluka Gandhidham Kachchh, Gujarat-370201	Block Boards	1659	-	-	2004
03.	3827875	07-05-2012	Shree Ramdev Steel Industries Survey No. 99/100, Opp. Bhajan Dharam Kharita, GIDC Phase IV, Sihor-Ghanghali Road, Sihor, District Bhavnagar Gujarat-364240	High strength deformed steel bars and wires for concrete reinforcement	1786	-	-	2008
04.	3828776	07-05-2012	Asian Industries Survey No. 183/2, Sihor-Ghanghali Road, P. O. Sihor, Bhavnagar Gujarat-364002	High strength deformed steel bars and wires for concrete reinforcement	1786	-	-	2008

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
05.	3827673	07-05-2012	Air cab Industries Plot No. G-545/C, B/H Rajendra Cold Storage, Metoda GIDC, Taluka Lodhika Rajkot, Gujarat-360021	PVC insulated cables for working voltages upto and including 1100 v	694	-	-	1990
06.	3828574	08-05-2012	Purity Polymers Pvt. Ltd. Plot No. G-1890, GIDC Metoda, Kishan Gate Road, Taluka Lodhika, Rajkot, Gujarat-360021	High density polyethylene pipes for potable water supplies	4984	-	-	1995
07.	3829273	09-05-2012	Vrundavan Polymers Halvad Road, Pavan Chakki Dhar, Village Navi Pipali, Taluka Morbi District Rajkot Gujarat-363642	Unplasticized PVC for potable water supplies-	4985	-	-	2000
08.	3829374	09-05-2012	Rameshwar Steel Re-Rolling Mills Plot No. 106, GIDC Vartej Bhavnagar, Vartej Gujarat-364001	High strength deformed steel bars and wires for concrete reinforcement	1786	-	-	2008
09.	3830460	11-05-2012	Narmada Pipes Survey No. 211 Rajkot-Gondal National Highway 8 B, Veraval (Shapar), Taluka Kotda Sangani District Rajkot Gujarat-360002	Emitting pipes system	13488	-	-	2008
10.	3830359	11-05-2012	Narmada Pipes Survey No. 211, Rajkot-Gondal National Highway 8B, Veraval (Shapar), Taluka Kotda Sangani Rajkot Gujarat-360002	Irrigation equipment polyethylene pipes for irrigation laterals-	12786	-	-	1989
11.	3830965	14-05-2012	J R Steel Industries Plot No. 40, Sihor- Ahmedabad Road, At Vadia, Taluka Sihor Bhavnagar, Gujarat-364240	High strength deformed steel bars and wires for concrete reinforcement.	1786	-	-	2008
12.	3832161	14-05-2012	Jay Ganesh Steel Rolling Mill Plot No. 81/82, GIDC, Village Vartej Bhavnagar Gujarat-364040	High strength deformed steel bars and wires for concrete reinforcement	1786	-	-	2008

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
13.	3831159	14-05-2012	Bajarang Industries Survey No. 266, Plot No. 9, Mahadev Industrial, Railway Crossing Road, Nr. Kothariya Solvent, Gondal Road, Kothariya Rajkot, Gujarat-360003	Horizontal Centrifugal pumps for clear, cold water—part I : agricultural and rural water supply purposes	6595	1	-	2006
14.	3831361	15-05-2012	Elegant Polymers Navagam, Village Bamanbore, Taluka Chotila, Surendranagar Gujarat-363520	Irrigation equipment- polyethylene pipes for irrigation laterals-	12786	-	-	1989
15.	3831260	15-05-2012	Elegant Polymers Navagam, Village Bamanbore, Taluka Chotila, Surendranagar Gujarat-363520	Emitting pipes system	13488	-	-	2008
16.	3831563	16-05-2012	Bansri Jewellers Shop No. B-1, Ground Floor, Thakrar Arcade, Opp. Ashapura Temple, Palace Road, Kotharia Naka, Rajkot Gujarat-360001	Gold and gold alloys, jewellery/artefacts-fineness and marking-	1417	-	-	1999
17.	3832363	17-05-2012	Shakti Jewellers Central Bank Road, Main Bazar, Jamjodhpur, Jamnagar Gujarat-360530	Gold and gold alloys, jewellery/artefacts-fineness and marking-	1417	-	-	1999
18.	3832464	17-05-2012	Chandni Jewellers Opp. Cinema Road, B/H Bal Mandir, Manavadar, Junagadh Gujarat-362630	Gold and gold alloys, jewellery/artefacts-fineness and marking-	1417	-	-	1999
19.	3832565	17-05-2012	Shreeji Jewellers Suthar Vada Chowk, Patel Road, Keshod, District-Junagadh, Gujarat-362220	Gold and gold alloys, jewellery/artefacts-fineness and marking-	1417	-	-	1999
20.	3832666	17-05-2012	Ram Jewellers Zaveri Bazar, Parekh Chowk, Porbandar, Gujarat-360575	Gold and gold alloys, jewellery/artefacts-fineness and marking-	1417	-	-	1999
21.	3832060	17-05-2012	Krishna Manufacturers Amrut Udhyog, Kothariya Survey No. 208, Plot No. 29 Behind Atlas Industrial Area, Kothariya Railway Crossing Rajkot, Gujarat-360003	Pumps-regenerative or clear, cold water-	8472	-	-	1998

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
22.	3832868	17-05-2012	Ajanta Ltd. PO Box No. 177 Orpat Industrial Estate, Morbi-Rajkot Highway Rajkot, Morbi Gujarat-363641	Electronic type fan regulators	11037	-	-	1984
23.	3834670	23-05-2012	Trilok Engineering 2-Khodiyar Industrial Area, Dhebar Road (South), Opp. Rajkamal Petrol Pump, Railway Crossing, Rajkot, Gujarat-360004	Openwell submersible pumpsets	14220	-	-	1994
24.	3834771	23-05-2012	Trilok Engineering 2-Khodiyar Industrial Area, Dhebar Road (South), Opp. Rajkamal Petrol Pump, Railway Crossing, Rajkot, Gujarat-360004	Submersible pumpsets	8034	-	-	2002
25.	3835672	23-05-2012	Fire Stone Industries Plot No. 2404, Lodhika GIDC Estate, Road-F Corner, 2nd Gate, At Village Metoda, Taluka Lodhika, District Rajkot Gujarat-360021	Functional requirements for stand post type water monitor for fire fighting	8442	-	-	1977
26.	3835571	24-05-2012	Evershing Steel Survey No. 30/31-P, Ghanghali Road, Village Vadiya, Taluka Sihor District Bhavnagar, Gujarat	High strength deformed steel bars and wires for concrete reinforcement	1786	-	-	2008
27.	3836169	25-05-2012	Mahadev Laminates Pvt. Ltd., Sr. No. 49, Palki-I, Plot No. 3 & 4, Village Jamwadi, Taluka : Gondal District Rajkot Gujarat-363011	Decorative thermosetting synthetic resin bonded laminated sheets	2046	-	-	1995
28.	3836270	25-05-2012	Ajanta Manufacturing Ltd. Orpat Nagar 8A National Highway Village-Vandhiya Post : Samkhiyari, Taluka-Bhachau District Kachchh Gujarat-370150	Electrical accessories-circuit breakers for over current protection for household and similar installations, part I-circuit breakers for ac operation	60898	1	-	2002
29.	3836573	28-05-2012	Maruti Electric Balaji Industrial Park, Plot No. B-6, B/H, Gondal Road, Octory Post, Gondal Road, Rajkot, Gujarat-360002	Openwell submersible pumpsets	14220	-	-	1994

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
30.	3836674	28-05-2012	Monal Laminate Pvt. Ltd. 8-A National Highway, Lakhdirpur Road, Behind Monal Ceramic, Village Ghuntu, Taluka Morvi District Rajkot Gujarat-363642	Decorative thermosetting synthetic resin bonded laminated sheets	2046	-	-	1995
31.	3837878	28-05-2012	Bell Laminates 8-A National Highway at Village Jambudiya, Taluka Morbi District Rajkot Gujarat-364242	Decorative thermosetting synthetic resin bonded laminated sheet-	2046	-	-	1995
32.	3836775	28-05-2012	Jindal Ply (India) Pvt. Ltd. Survey No. 114 Palki Palsar, Varsamedi, Taluka Anjar District Kachchh Gujarat-370201	Block boards	1659	-	-	2004
33.	3836876	28-05-2012	Jindal Ply (India) Pvt. Ltd. Survey No. 114 Palki Palsar, Varsamedi, Taluka Anjar District Kachchh Gujarat-370201	Plywood for general purposes	303	-	-	1989
34.	3838072	29-05-2012	Rajkripal Exim Private Ltd. Survey No. 1/1, Plot No. 5, N. H. 8-A, Village Varsana, Taluka Anjar District Kachchh Gujarat-370110	Wooden flush door shutters (solid core type) : part I plywood face panels	2202	1	-	1999
35.	3837676	29-05-2012	Krupali Electricals Amrut Udhyognagar, Street No. 3, Near Somnath Industrial Area, Gondal Highway, Kothariya District Rajkot Gujarat-360004	Submersible pumpsets-	8034	-	-	2002
36.	3837777	29-05-2012	Shresh Industries Survey No. 171-172, Plot No. 4B, Near Yamuna Industries, S. I.D.C. Main Road, Veraval (Shapar), District Rajkot Gujarat	Submersible pumpsets-	8034	-	-	2002
37.	3837575	29-05-2012	Priya Beverages Kenedi Road Yogeshwar Society, at, Bhatiya, Taluka Kalyanpur, District Jamnagar Gujarat-361315	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
38.	3838779	31-05-2012	Kutch Plywood Industries Survey No. 284, Village Chopadva, Taluka Bhachau District Kachchh Gujarat-370140	Block boards	1659	-	-	2004
39.	3838981	31-05-2012	Kutch Plywood Industries Survey No. 284, Village Chopadva, Taluka Bhachau District Kachchh Gujarat-370140	Wooden flush door shutters (solid core type) : part I plywood face panels	2202	1	-	1999
40.	3838880	31-05-2012	Kutch Plywood Industries Survey No. 284, Chopadva, Taluka Bhachau District Kachchh Gujarat-370140	Plywood for general purposes	303	-	-	1989

[No. CMD/13:11]

M. RADHAKRISHNA, Scientist 'F' & Head

नई दिल्ली, 13 जुलाई, 2012

का.आ. 2383.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपविनियम 5 के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिनके विवरण नीचे अनुसूची में दिए गए हैं के लाइसेंस रद्द किए गए हैं :

अनुसूची

क्रम सं.	लाइसेंस संख्या	लाइसेंसधारी का नाम एवं पता	लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	भा मा संख्या	भाग	अनु	रद्दीकरण तिथि
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	7158070	हितेश इन्डस्ट्रीज प्लॉट नं. 2531 जी आई डी सी मेट्रोडा तालुका लोधीका जिला राजकोट, गुजरात-360021	शुष्क पाउडर टाइप सुवाह्य अग्नि शामक	2171			30-05-2012
2.	7503061	कनाडिया फायर फाईटर प्राइवेट लिमिटेड प्लॉट नम्बर 8 पाईकी पारस इन्डस्ट्रीयल एस्टेट गरीब शापीर के पास, शिहोर जिला भावनगर, गुजरात-364240	सुवाह्य रासायनिक अग्नि-शामक, सोडा अम्ल टाइप	940			30-05-2012
3.	7503162	कनाडिया फायर फाईटर प्राइवेट लिमिटेड प्लॉट नम्बर 8 पाईकी पारस इन्डस्ट्रीयल एस्टेट गरीब शापीर के पास, शिहोर जिला भावनगर, गुजरात-364240	शुष्क पाउडर टाइप सुवाह्य अग्नि-शामक	2171			30-05-2012

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
4.	7503263	कनाडिया फायर फाईटर प्राईवेट लिमिटेड प्लॉट नम्बर 8 पाईकी पारस इन्डस्ट्रीयल एस्टेट गरीबशापीर के पास, शिहोर, जिला भावनगर, गुजरात-364240	सुवाह्य अग्नि-शामक, यांत्रिक ज़ाय वाले	10204			30-05-2012
5.	7503364	कनाडिया फायर फाईटर प्राईवेट लिमिटेड प्लॉट नम्बर 8 पाईकी पारस इन्डस्ट्रीयल एस्टेट गरीबशापीर के पास, शिहोर जिला भावनगर, गुजरात-364240	सुवाह्य अग्नि-शामक, शुष्क पाउडर टाइप (भंडारित दाय)	13849			30-05-2012
6.	7622473	हितेश इन्डस्ट्रीज प्लॉट नं. 2531, जी आई डी सी मेटोडा, तालुका लोधीका जिला राजकोट, गुजरात 360021	सुवाह्य अग्नि शामक, शुष्क पाउडर टाइप (भंडारित दाय)	13849			30-05-2012

[सं. केन्द्रीय प्रमाणन विभाग/13 : 11]

एम. राधाकृष्ण, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 13th July, 2012

S. O. 2383.—In pursuance of sub-regulation (6) of regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the licences particulars of which are given below have been cancelled/suspended with effect from the date indicated against each :

SCHEDULE

Sl No.	Licences CM/I.-	Name & Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	IS No.	Part.	Sec.	Date of Cancellation
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	7158070	M/s Hitesh Industries Plot No. 2531, GHDC, Lodhik Estate, Taluka Metoda, Kalawad Road Rajkot, Gujarat-360035	Portable fire extinguishers, dry powder (cartridge type)	2171			30-05-2012
2.	7503061	Kanadiya Fyr Fyter Private Limited Plot No. 8, Paras Industrial Estate, Near Garibsha Pir, Sihor, District Bhavnagar Gujarat-364240	Portable Fire Extinguisher Water Type (Gas Cartridge)	940			30-05-2012

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
3.	7503162	Kanadiya Fyr Fyter Private Limited, Plot No. 8, Paras Industrial Estate, Near Garibsha Pir, Sihor, District Bhavnagar, Gujarat-364 240	portable fire Extinguisher power (cartridge type)	2171			30-05-2012
4.	7503263	Kanadiya Fyr Fyter Private Limited, Plot No. 8, Paras Industrial Estate, Near Garibsha Pir, Sihor, District Bhavnagar, Gujarat-364 240	Portable fire Extinguisher mechanical foam type	10204			30-05-2012
5.	7503364	Kanadiya Fyr Fyter Private Limited, Plot No. 8, Paras Industrial Estate, Near Garibsha Pir, Sihor, District Bhavnagar, Gujarat-364 240	Portable fire Extinguisher: dry powder type (constant pressure)	13849			30-05-2012
6.	7622473	M/s. Hitesh Industries, Plot No. 2531, GIDC, Lodhik Estate, Taluka Metoda, Kalawad Road, Rajkot Gujarat-360 035	portable fire extinguisher dry powder type (constant pressure)	13849			30-05-2012

[No. CMF-13/11]

M. RADHAKRISHNA, Scientist 'A' & Head

कोयला मंत्रालय

नई दिल्ली, 18 जुलाई, 2012

का.आ. 2384.—केंद्रीय सरकार, ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 की धारा 20) (जिसे हमने इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) के अधीन भारत सरकार ने कोयला मंत्रालय के द्वारा आने वाली अधिसूचना संख्यांक का.आ. 2112, तारीख 20 अगस्त, 2010, जो भारत के राजपत्र भाग II, खण्ड 3, उप-खण्ड (1) में दिनांक 28 अगस्त, 2010 में प्रकाशित की गई थी, उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में, जिसका माप 184.84 हेक्टर (लगभग) या 456.75 एकड़ (लगभग) है ;

और केंद्रीय सरकार का यह समाधान हो गया है, कि इस अधिसूचना से उपाबद्ध अनुसूची में विहित उक्त भूमि के भाग में कोयला अभिप्राप्त करना है;

अतः अब केंद्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इससे संलग्न अनुसूची में वर्णित 182.83 हेक्टर (लगभग) या 451.77 एकड़ (लगभग) माप वाली भूमि में पर राज्य पर के सभी अधिकार के अर्जन करने की, अपने आशय की सूचना देती है;

टिप्पण 1 : इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक संख्या सी-1 (ई)/III/जेजेजेआर/874-0312, तारीख 22 मार्च, 2012 को कलेक्टर, चंद्रपुर (महाराष्ट्र) के कार्यालय में या कोयला नियंत्रक, 1, कार्जिल हाउस स्ट्रीट, कोलकाता (पिन 700 001) के कार्यालय में या महाप्रबंधक (भूमि एवं राजस्व), वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग), कोल इन्स्टीट्यूट, सिविल लाईन्स, नागपुर-440 001 (महाराष्ट्र) के कार्यालय में किया जा सकता है।

टिप्पण 2 : उक्त अधिनियम की धारा 8 के उपबंधों की ओर एतद्वारा ध्यान आकृष्ट किया जाता है, जिसमें निर्माणाख्य उपबंध है : अर्जन की बाबत आपत्तियां :

“8(1) कोई व्यक्ति, जो किसी भूमि में, जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है अभिप्राय के निकालने के

से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण, -

- (1) इस धारा के अधीन यह आपत्ति नहीं मानी जाएगी, कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन सक्रियाएं करना चाहता है और ऐसी सक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।
- (2) उप-धारा (1) के अधीन प्रत्येक आपत्ति सक्षम अधिकारी को लिखित रूप में की जाएगी और सक्षम प्राधिकारी आपत्तिकर्ता को स्वयं सुने जाने का या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो धारा 7 की उप-धारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।
- (3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होता, यदि भूमि या ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते।"

टिप्पणी 3 : केन्द्रीय सरकार ने कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700 001 को उक्त अधिनियम की धारा 3 के अधीन अधिसूचना संख्यांक का.आ. 2519, तारीख 27 मई, 1983 द्वारा भारत सरकार के राजपत्र भाग 2, खंड 3, उप खंड (ii), तारीख 11 जून, 1983 द्वारा प्रकाशित को सक्षम प्राधिकारी द्वारा नियुक्त किया जाता है।

अनुसूची

चिंचोली ओपनकास्ट (रीकास्ट) परियोजना

बल्लारपुर क्षेत्र

जिला-चंद्रपुर (महाराष्ट्र)

(रेखांक संख्या सी-1(ई)III/जेजेजेआर/874-0312, तारीख 22 मार्च, 2012)

सभी अधिकार :

क्रम सं.	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	क्षेत्रफल (हेक्टर में)			टिप्पणी
					निजी	शासकीय	कुल	
1.	सुबई	3	राजुरा	चंद्रपुर	165.62	17.21	0.00	182.83

कुल क्षेत्र : 182.83 हेक्टर (लगभग)

या 451.77 एकड़ (लगभग)

ग्राम सुबई में अर्जित किए जाने वाले प्लॉट संख्यांक :

13, 14/1, 14/2, 14/3, 16, 17/1ए, 17/1बी, 18, 19, 20/1, 20/2, 20/3, 20/4, 20/5, 21/1बी, 21/2बी, 22/1, 22/2, 22/3, 22/4, 23, 24/1, 24/2, 25/1, 25/2, 25/3, 26/1, 26/2, 29/1ए, 29/1बी, 29/1पैकी, 29/2पैकी, 29/4, 29/1सी/1, 29/1सी/2, 29/1सी/3, 29/1सी/4, 29/1सी/5, 29/1सी/6, 29/1सी/7, 30/1ए, 30/1बी, 30/1सी, 30/1डी, 30/1ई, 30/2ए, 30/2बी, 31/1, 31/2, 32/1, 32/2, 32/1ए, 32/2ए, 33, 35, 36/1ए, 36/1बी, 36/2, 37/1, 37/2, 37/3, 37/4, 38/1, 38/2, 38/3, 38/4, 38/5, 39/1, 39/2, 40, 41, 42, 43, 44/1ए, 44/2बी, 45/1, 45/2, 46, 47/1, 47/2, 47/3, 64/1, 64/2, 64/3, 65 भाग, 166/1, 166/2, 167/1, 167/2, 167/3, 168, 170, 171, 172/1, 172/2, 182/1, 182/2, 183.

शासकीय भूमि :

70पी, 71, 164, 169, नाला, सड़क.

सीमा वर्जन :-

क ख रेखा ग्राम सुबई में बिन्दु 'क' से आरंभ होती है और सुबई नाले के साथ साथ गुजरती है. फिर प्लॉट संख्यांक 183, 168, 167/1, 167/2, 167/3, 166/1, 166/2, 164 (सरकारी) की बाह्य सीमा के साथ साथ गुजरती है और बिन्दु 'ख' पर मिलती है।

ख ग रेखा ग्राम सुबई से होकर प्लॉट संख्यांक 164 (सरकारी), 166/1, 166/2, 167/1, 167/2, 167/3, 168, 169, (सरकारी) 170, 171, 172/1, 172/2, की बाह्य सीमा के साथ-साथ गुजरती है और बिन्दु 'ग' पर मिलती है।

- ग-घ : रेखा ग्राम सुबई से होकर प्लॉट संख्यांक 172/1-172/2 की बाह्य सीमा के साथ-साथ गुजरती है, फिर नाला पार करती है और प्लॉट संख्यांक 25/1-25/2-25/3, 26/1-26/2, 29/1सी/1-29/1सी/2-29/1सी/3-29/1सी/4-29/1सी/5-29/1सी/6-29/1सी/7, 29/1ए-29/1बी-29/पैकी-29/2 पैकी-29/4 की बाह्य सीमा के साथ-साथ गुजरती है और बिन्दु 'घ' पर मिलती है।
- घ-ङ : रेखा ग्राम सुबई से होकर प्लॉट संख्यांक 29/1सी/1-29/1सी/2-29/1सी/3-29/1सी/4-29/1सी/5-29/1सी/6-29/1सी/7, 29/1ए-29/1बी-29/पैकी-29/2 पैकी-29/4, 32/1-32/2-32/1ए-32/2ए-33 की बाह्य सीमा के साथ-साथ गुजरती है और बिन्दु 'ङ' पर मिलती है।
- ङ-क : रेखा ग्राम सुबई से होकर प्लॉट संख्यांक 33, 71 (सरकारी), 70 भाग (सरकारी), 36/1ए-36/1बी-36/2, 38/1-38/2-38/3-38/4-38/5, 65 भाग 39/1-39/2, 64/1-64/2-64/3, 47/1-47/2-47/3, 44/1ए-44/2बी, की बाह्य सीमा के साथ-साथ गुजरती है, फिर सड़क पार करती है और प्लॉट संख्यांक 16-14/1-14/2-14/3, 13 की बाह्य सीमा के साथ-साथ गुजरती है, फिर सुबई नाला पार करती है और आरंभिक बिन्दु 'क' पर मिलती है।

[फा. सं. 43015/14-2010 पीआरआइडब्ल्यू-1]

ए. के. दास, अवर सचिव

MINISTRY OF COAL

New Delhi, the 7th July, 2012

S.O. 2384.—Whereas, by the notification of the Government of India in the Ministry of Coal, number S.O. 2112, dated the 20th August, 2010 issued under sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), and published in the Gazette of India, Part II, Section 3, sub-section (ii), dated the 28th August, 2010, the Central Government gave notice of its intention to prospect for coal in 184.84 hectares (approximately) or 456.75 acres (approximately) of the land in the locality specified in the Schedule annexed to that notification;

And whereas, the Central Government is satisfied that coal is obtainable in a part of the said lands prescribed in the schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire All Rights in or over the land measuring 182.83 hectares (approximately) or 451.77 acres (approximately) described in the Schedule appended hereto.

Note 1 : The plan bearing number C-1 (E) III/JJR/874-0312, dated the 22nd March, 2012 of the area covered by this notification may be inspected at the office of the Collector, Chandrapur (Maharashtra) or at the office of the Coal Controller, 1, Council House Street, Kolkata (Pin-700 001) or at the office of the General Manager, Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440 001 (Maharashtra).

Note 2 : Attention is hereby invited to the provisions of Section 8 of the aforesaid Act which provides as follows :—

Objections to Acquisition :

“(1) Any person interested in any land in respect of which a notification under Section 7 has been issued, may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation,—

- (1) It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.
- (2) Every objection under sub-section (1) shall be made to the competent authority in writing and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either make a report in respect of the land which has been notified under sub-section (1) of Section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of proceedings held by him, for the decision of that Government.
- (3) For the purpose of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act.”

Note 3 : The Coal Controller, 1, Council House Street, Kolkata - 700001 has been appointed by the Central Government as the competent authority under Section 3 of the said Act, vide notification number S.O. 2519, dated the 27th May, 1983, published in Part II, Section 3, sub-section (ii) of the Gazette of India, dated the 11th June, 1983.

SCHEDULE
CHINCHOLI OPENCAST (RECAST) PROJECT
BALLARPUR AREA
DISTRICT - CHANDRAPUR (MAHARASHTRA)

(Plan bearing number: C-1(E)III/JJR/874-0312, dated the 22nd March, 2012)

ALL RIGHTS :

Sl. No.	Name of village	Patwari Circle number	Tahsil	District	Area in hectares				Remarks
					Tenancy	Government	Forest	Total	
1	Subai	3	Rajura	Chandrapur	165.62	17.21	0.00	182.83	Part

Total : 182.83 hectares
(approximately)
or 451.77 acres
(approximately)

Plot numbers to be acquired in village Subai :

13, 14/1-14/2-14/3, 16, 17/1A-17/1B, 18, 19, 20/1-20/2-20/3-20/4-20/5, 21/1B-21/2B, 22/1-22/2-22/3-22/4, 23, 24/1-24/2, 25/1-25/2-25/3, 26/1-26/2, 29/1A-29/1B, 29/Paiky-29/2Paiky, 29/4, 29/1C/1-29/1C/2-29/1C/3-29/1C/4-29/1C/5-29/1C/6-29/1C/7, 30/1A-30/1B-30/1C-30/1D-30/1E-30/2A-30/2B, 31/1-31/2, 32/1-32/2, 32/1A-32/2A, 33, 35, 36/1A-36/1B-36/2, 37/1-37/2-37/3-37/4, 38/1-38/2-38/3-38/4-38/5, 39/1-39/2, 40, 41, 42, 43, 44/1A-44/2B, 45/1-45/2, 46, 47/1-47/2-47/3, 64/1-64/2-64/3, 65 Part, 166/1-166/2, 167/1-167/2-167/3, 168, 170, 171, 172/1-172/2, 182/1-182/2-183.

Government land :

70P, 71, 164, 169, Nallah, Road.

Boundary description:

A-B: Line start from Point 'A' in village 'Subai' and passes along the Subai Nallah, then passes along the outer boundary of plot numbers 183, 168, 167/1-167/2-167/3, 166/1-166/2, 164 (Govt.) and meets at Point 'B'.

B-C: Line passes through village 'Subai' along the 'outer boundary of plot numbers 164 (Govt.), 166/1-166/2, 167/1-167/2-167/3, 168, 169 (Govt 170, 171, 172/1-172/2 and meets at Point 'C'.

C-D: Line passes through village 'Subai' along the outer boundary of plot numbers 172/1-172/2, then crosses Subai Nallah and passes outer boundary of plot numbers 25/1-25/2-25/3, 26/1-26/2, 29/1C/1-29/1C/2-29/1C/3-29/1C/4-29/1C/5-29/1C/6-29/1C/7, 29/1A-29/1B-29/Paiky-29/2Paiky-29/4 and meets at Point 'D'.

D-E: Line passes through village 'Subai' along the outer boundary of plot numbers 29/1C/1-29/1C/2-29/1C/3-29/1C/4-29/1C/5-29/1C/6-29/1C/7, 29/1A-29/1B-29/Paiky-29/2Paiky-29/4, 32/1-32/2-32/1A-32/2A, 33 and meets at Point 'E'.

E-A: Line passes through village 'Subai' along the outer boundary of plot numbers 33, 71 (Govt.), 70 Part (Govt.), 36/1A-36/1B-36/2, 38/1-38/2-38/3-38/4-38/5, 65 Part, 39/1-39/2, 64/1-64/2-64/3, 47/1-47/2-47/3, 44/1A-44/2B, then crosses Road and passes along the outer boundary of plot numbers 16, 14/1-14/2-14/3, 13, then crosses Subai Nallah and meets at starting Point 'A'.

[F.No. 43015/14/2010- PRIW-I]

A. K. DAS. Under Secy.

नई दिल्ली, 19 जुलाई, 2012

का.आ. 2385.—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अधिप्राप्त किए जाने की संभावना है;

उक्त अनुसूची में वर्णित भूमि के अन्तर्गत आने वाले क्षेत्र के ब्यौरे रेखांक संख्या एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/424 तारीख 24 फरवरी, 2012 का निरीक्षण कलेक्टर, शहडोल (मध्यप्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाऊस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है;

अतः अब केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957) का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अनुसूची में वर्णित भूमि से कोयले का पूर्वोक्त करने के अपने आशय की सूचना देती है;

उक्त अनुसूची में विहित भूमि में हितबद्ध कोई व्यक्ति—

- संपूर्ण भूमि या उसके किसी भाग के अर्जन या ऐसी भूमि में या उस पर के किन्हीं अधिकारों के प्रति आक्षेप कर सकेगा; या
- भूमि में के किसी हित के प्रतिकर या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का दावा कर सकेगा; या
- प्रभावहीन हो गई पूर्वोक्त अनुज्ञप्तियों, खनन पट्टों के अधीन अर्जित किये जाने पर अधिकारों के लिये प्रतिकर प्राप्त कर सकेगा

और उक्त अधिनियम की धारा 13 की उप-धारा (7) में निर्दिष्ट भूमि के कोरों से संग्रहण या अन्य खनिज नमूनों तथा उनके सम्यक् विश्लेषण को तथा किसी अन्य सुसंगत अभिलेख या सामग्रियों को निर्मित से संबंधित सभी मानचित्र, चार्ट और अन्य दस्तावेज परिदत्त कर सकेगा।

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, भारसाधक अधिकारी या विभागाध्यक्ष (राजस्व), साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) को भेजेंगे।

अनुसूची

मिठौरी ब्लॉक, सोहागपुर क्षेत्र,

जिला—शहडोल (मध्यप्रदेश)

[रेखांक संख्या—एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/424 तारीख 24 फरवरी, 2012]

तहसील--सोहागपुर		जिला--शहडोल		
क्रम सं.	ग्राम का नाम	पटवारी हल्का नम्बर	क्षेत्र हेक्टर में	टिप्पणिया
1.	मिठौरी	97	600.000	भाग
2.	दुलहरा	103	174.932	संपूर्ण
3.	छीरपानी	102	180.000	भाग
4.	भानपुर	105	72.592	संपूर्ण
5.	सिगुरी	103	240.000	भाग
6.	करुआताल	103	141.884	भाग
7.	दगदहा	96	80.593	संपूर्ण
8.	सेमरिया	56	91.725	भाग
9.	हरा	98	116.271	भाग
10.	चटहा	98	100.000	भाग
11.	अमरहा	107	140.000	भाग
12.	मडवा	104	40.000	भाग
13.	बक्तावल	103	74.376	संपूर्ण
14.	निपनिया	103	132.845	भाग

कुल: 2185.218 हेक्टर (लगभग)

कुल: 2185.218 हेक्टर (लगभग)

या 5399.67 एकड़ (लगभग)

सीमा वर्णन :

- क. रखा ग्राम अमरहा में बिन्दु 'क' से आरंभ होती है और ग्राम अमरहा, ग्राम सिगुरी और छीरपानी के पश्चिमी भाग, ग्राम चटहा, हरा के मध्य भाग, ग्राम सेमरिया के पूर्वी भाग से गुजरती हुई बिन्दु 'ख' पर मिलती है।
- ग. रखा ग्राम सेमरिया के पूर्वी भाग, ग्राम मिठौरी और दगदहा के उत्तरी भाग से होती हुई बिन्दु 'ग' पर मिलती है।
- घ. रखा ग्राम दगदहा के पूर्वी भाग, ग्राम दुलहरा के पूर्वी सीमा, ग्राम करुआताल के भागतः उत्तरी सीमा, ग्राम करुआताल और निपनिया के मध्य भाग से होती हुई बिन्दु 'घ' पर मिलती है।
- च. रखा ग्राम निपनिया के भागतः दक्षिणी सीमा, ग्राम मडवा के उत्तरी भाग, ग्राम अमरहा के मध्य भाग से होती हुई आरंभक बिन्दु 'क' पर मिलती है।

[फा. सं. 43015/05/2012 पीआरआईडब्ल्यू I]

ए. कं. दास, अव्वर सचिव

New Delhi the 19th July, 2012

S.O. 2385.—Whereas it appears to the Central Government that Coal is likely to be obtained from the lands mentioned in the Schedule annexed hereto:

And whereas, the plan bearing number SECI/BSP/GM (PLG)/LAND/424 dated the 24th February, 2012 containing details of the area of land described in the said schedule may be inspected at the office of the Collector, Shahdol (Madhya

Pradesh) or at the office of the Coal Controller, I, Council House Street, Kolkata-700001 or at the office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur-495006 (Chhattisgarh):

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal from lands described in the said schedule:

Any person interested in the land described in the said Schedule may—

- (i) object to the acquisition of the whole or any part of the land, or of any rights in or over such land; or
- (ii) claim an interest in compensation if the land or any rights in or over such land; or
- (iii) seek compensation for prospecting licences ceasing to have effect, rights under mining lease being acquired, and deliver all maps, charts and other documents relating to the land, collection from the land of cores or other mineral samples and due analysis thereof and the preparation of any other relevant record or materials referred to in sub-section (7) of Section 13 of the said Act,

to the Officer-In-Charge or Head of the Department (Revenue), South Eastern Coalfields Limited, Seepat Road, Bilaspur-495006 (Chhattisgarh) within a period of ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Mithouri Block, Sohagpur Area, District-Shahdol, Madhya Pradesh

[plan bearing number SECL/BSP/GM (PLG)/LAND/424 dated the 24th February, 2012]

Tahsil - Sohagpur District - Shahdol

Sl. No.	Name of village	Patwari halka number	Area in hectares	Remarks
1.	Mithouri	97	600.000	Part
2.	Dulhara	103	174.932	Full
3.	Chhirpani	102	180.000	Part
4.	Bhanpur	105	72.592	Full
5.	Siguri	103	240.000	Part
6.	Karuatal	103	141.884	Part
7.	Dagdaha	96	80.593	Full
8.	Semriya	56	91.725	Part
9.	Harra	98	116.271	Part
10.	Chatha	98	100.000	Part
11.	Amraha	107	140.000	Part
12.	Madba	104	40.000	Part
13.	Baktawal	103	74.376	Full
14.	Nipaniya	103	132.845	Part

Total : 2185.218 hectares (approximately)

Total : 2185.218 hectares (approximately)
or 5399.67 acres (approximately)

Boundary Description :—

- A-B Line starts from point 'A' in village Amraha and passes through village Amraha, western part of village Siguri, Chhirpani, middle part of village Chatha, Harra, eastern part of village Semriya and meets at point 'B'.
- B-C Line passes through eastern part of village Semriya, northern part of village Mithouri, Dagdaha and meets at point 'C'.
- C-D Line passes through eastern part of village Dagdaha, along eastern boundary of village Dulhara, partly northern boundary of village Karuatal, through middle part of village Karuatal, Nipaniya and meets at point 'D'.
- D-A Line passes along partly southern boundary of village Nipaniya, through northern part of village Madba, middle part of village Amraha and meets at starting point 'A'.

[F.No. 43015/05/2012-PRIW-I]

A. K. DAS, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 18 जून, 2012

का.आ. 2386. औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स हिन्दुस्तान कॉपर लिमिटेड झुझनु के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जयपुर के पंचाट (संदर्भ संख्या 41/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2012 को प्राप्त हुआ था।

[सं. एल-43012/2/2007-आई आर (एम)]

जोहन तोपनो, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 18th June, 2012

S.O. 2386.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 41/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M's Hindustan Copper Ltd., Jhunjhunu and their workman, which was received by the Central Government on 1-6-2012.

[No. L-43012 2/2007-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JAIPUR**

Presiding Officer Sh. N. K. Purohit

I.D. 41/2007

Reference No. L-43012/2/2007-IR(M) dated: 9-07-2007

Shri M. P. Soni

S/o Shri Girdhari Lal Soni

Ward No. 7, P.O. Khetri.

Jhunjhunu.

V/s

The General Manager
Hindustan Copper Ltd.
Khetri Nagar, KCC,
Distt: Jhunjhunu.

Present :

For the Applicant Sh. C. D. Chaturvedi, Adv.

For the non-applicants : Sh. R. A. Sugandh, Adv.

AWARD

20-4-2012

1. The Central Government in exercise of the powers conferred under clause (d) of sub-section 1 & 2(A) of

Section 10 of the Industrial Disputes Act, 1947 has referred the following Industrial dispute to this tribunal for adjudication :—

"Whether the action of the management of Hindustan Copper Ltd., KCC, Khetri Nagar through General Manager in not giving promotion and other benefits to Shri M.P. Soni since 1971 is justified? If not; what relief the workman is entitled to and from which date?"

2. The workman in his claim statement has pleaded that he was appointed as Helper mechanic on 11-4-1967 at Hindustan Copper Ltd., Khetri. According to agreement dated 1-4-1971 Matric pass helper having 3 years experience shall be given next higher grade i.e. Mechanic-C. Despite the workman was having three years experience & requisite qualification & had participated in trade test for Mechanic-C grade during period 1971 to 1974, he was not promoted to the post of Mechanic C grade. In year 1975 a D.P.C. for helpers was organized but his name from the seniority list was deleted and persons juniors to him as well as illiterate helpers were promoted. He has also pleaded that on 5-7-76 he was removed from service alleging the charge of misbehavior. Subsequently, in compliance of the award of CGIT, Jaipur dated 21-1-84 he was reinstated w.e.f. 27-7-84. The workman has alleged that his due service benefits as per directions in the award were not granted and full salary for the period 21-1-84 to 26-7-84 was detained without any cogent reason. The workman has pleaded that he was given First S.L.P., Second S.L.P. and Third S.L.P. on 5-4-78, 1-8-89 and 1-8-97 respectively. The said S.L.P.s were not given in due time. He has also pleaded that on 5-4-78 after 11 years of service he was given C grade mechanic basic whereas as helper he was getting more basic than the C grade mechanic. The workman has prayed for payment of full salary and allowances for the period 21-1-84 to 26-7-84 along with 9% interest and consideration of due promotion for which he is entitled as per the rules of the company.

3. In reply, the management has averred that as per the agreement dated 1-4-71 D.R.M.P./M.R.M.P. workmen were given revised scale of pay under the scheme but it was not for promotion to the higher post to the employee who were unqualified. The management has further averred that the workman participated in the trade test but failed and became ineligible for the promotion to the higher posts. Further the claimant did not apply for the post of mechanic C or so. Services of the workman were terminated after proper domestic enquiry and he was dismissed from service but subsequently reinstated as per the award dated 21-1-84.

4. It has also been averred that the workman was given S.L.P. on 15-4-78. Since, a charge sheet was issued to the workman on 5-4-75, he was given S.L.P. benefit after 3 years as per rules of the company. Under S.L.P. Scheme

pay scale is raised to higher grade and not to higher post. Management has also averred that the workman has concealed the facts regarding writ petition S.B.C.W.P. No.9014 which is pending before Hon'ble High Court, therefore, the claim of the workman be rejected.

5. In rejoinder, the workman has further pleaded that charge sheet was served upon him during the month of April, 75 and thereby he was dismissed from service w.e.f. 5-7-76 whereas a DPC was constituted during the month of July, 75 and whereby 11 helper mechanics were promoted to the post of Mechanic C grade. Again in the month of January, 76 an another DPC was formed and whereby 5 helpers were promoted as Fitter C grade. It has been pleaded that merely on account of continuation of departmental enquiry an employee cannot be deprived from availing a chance of promotion. It has also been pleaded that S.L.Ps were also not given in due time.

6. In evidence, the workman has submitted his affidavit in support of his claim. In documentary evidence he has also produced documents Ex-1 to Ex-11. The management has not filed any counter affidavit.

7. Heard learned representatives on behalf of both the sides and perused the relevant record.

8. The learned representative on behalf of the workman has contended that despite workman was eligible for promotion; he has been denied promotion whereas juniors to him have been promoted. He has contended that the award was passed on 21-1-84 and the workman was reinstated on 27-7-84 but the management has not given back wages for the period 21-1-84 to 27-7-84, therefore, he is entitled for back wages with interest. He has also contended that in case any domestic enquiry was pending, the name of the workman should have been considered by the DPC and sealed cover policy should have been adopted. He has also contended that the management has not filed any counter affidavit or documents in rebuttal of the workman's evidence. Therefore, there is no reason to disbelieve the evidence of the workman. The learned representative has relied on 2004 SCC L&S 83, 1984 see L&S 144, 1991 (2) SLR (S.C) 59, AIR 2007 SC 1370, 2010(1) RLW 178 (Raj.), 2004 (I) DNJ 357.

9. Per contra, the learned representative on behalf of the management has submitted that in not giving promotion there is no violation of rules. Further, promotion is not a right of an employee. He has further submitted that as per Ex-5 the person in the category of helpers who have completed three years of service on the job and qualified in the trade test are eligible for promotion for the post of Mechanic C. There is no pleading that workman ever passed trade test. Therefore, the statement of the workman in his cross-examination that he had qualified the trade test required for the post of Mechanic C grade in the year 1971 is not believable. He has submitted that the workman never applied for the post of Mechanic C grade. As regard, SLP

he has submitted that for the purpose of determining the eligibility of placing an employee in the personal scale of pay certain relaxations from the normal procedure have been provided and accordingly criteria regarding qualifications, trade test/interview etc. will not be barred for this purpose.

10. I have given my thoughtful consideration on the rival submissions of both the sides.

11. In view of the terms of the reference the question for consideration is as to whether not giving promotion and other benefits to the workman since 1971 is justified?

12. These facts are not in dispute that the workman was appointed as helper mechanic on 11-4-67; that he was given 1st S.L.P., 2nd S.L.P. & 3rd S.L.P on 5-4-78, 1-8-89 & 1-8-97 respectively; that the workman was removed from service on 5-7-76 and vide award dated 21-1-84 he was reinstated w.e.f. 27-7-84 and as per award the workman 'was entitled for reinstatement in the service with all consequential benefits.

13. The workman in his affidavit has claimed his promotion on the post of Mechanic C grade w.e.f. 30-7-71 when his junior Sh. Om Prakash helper was promoted in grade C vide order Ex-1 dated 30-7-71.

14. The workman has deposed that in the year 1971 he participated in the trade test for Mechanic C grade post. The workman has further deposed that it was decided by the selection committee that the helpers who have completed three years service and who are matriculate shall be given promotion to grade C post and as per such declaration he was also entitled for promotion as he was having 4 years experience and matriculate. But the workman in his affidavit has admitted that as per rules, three years service on the job as helper and qualifying trade test are essential for eligibility for promotion to the post of Mechanic C.

15. The workman in his claim statement & affidavit has pleaded that from 1971 to 1974 four times he participated in the trade test for Mechanic C grade but it has not been pleaded that he had passed the trade test. In cross-examination he has stated that four times he had qualified trade test held by the management but there is no such pleadings. The workman has not adduced any documentary evidence in this regard. The workman has stated in his affidavit that since answers given by him in the test were correct, therefore, he says that he had passed the trade test. But on the basis of his own assessment about answers given by him in the trade test, it cannot be presumed that he had passed the said test. Further, had he passed the trade test first time in the year 1971, there was no need to appear subsequently for the trade test thrice. Thus, the statement of the workman is not trustworthy. Merely on the ground that management has not adduced any evidence, the statement of the workman regarding

qualifying trade test based on his own assessment about the answers given by him cannot be accepted.

16. Upon perusal of the Ex-I, it reveals that Sh. Om Prakash was promoted in grade 'C' on his qualifying in the trade test held by the management as per circular No. KCP-RECTT (52)/Plant/71 dated 2-8-71. Admittedly, as per rules for promotion to helper grade C, 3 years experience and qualifying trade test is essential. Since the workman has failed to establish that he had qualified the trade test held in the year 1971, the action of the management in not giving promotion since 1971 cannot be said to be unjustified.

17. The facts of the decisions cited on behalf of the workman are quite distinguishable. In 2004 SCC L&S 83, it has been held that not implementing of the award on ground that respondent therein never approached the appellant nor did he take steps for execution of the award is not a justifiable stand on the part of appellant. Therefore, the respondent is justified in getting full wages from 21-6-97 till reinstatement is affected. In 1984 SCC L&S 144, the matter was regarding non compliance of provisions of Section 25-F. Hon'ble Court observed that respondent has been unlawfully kept out of service, therefore, it is just that appellant company shall pay all the arrears according to the direction given with 12% interest. In AIR 2007 SC 1370 the workmen had discharged their initial onus by producing whatever documents in their custody to show that they continuously worked for 240 days. Hon'ble Court held that for none production of attendance register and muster rolls by the employer, adverse presumption against employer may be drawn. In 2010(1) RLW 178, the matter was regarding entitlement to stepping of payment. In 2004(1) D&J (Raj.) 357 respondent workman was appointed as helper II on 13-1-60 and was promoted as helper grade 1st on 1-1-64. Subsequently, on 1-4-68, 50 persons junior to him were promoted in category of skilled-B workmen whereas he was denied the said promotion. The question under consideration was that he was discharging the functions of technical workman in semi-skilled class; therefore, denial of promotion was not justified. Hon'ble Court held that he is entitled to be promoted w.e.f. 1-4-68. The facts of the decision supra are dissimilar to the facts of present case and they do not lend any support to the workman's contentions.

18. As regards, not considering the workman in the DPC held in the year 1975 & 1976, the learned representative on behalf of the workman has contended that in view of the legal propositions laid down in 1984 SCC (L&S) 149 on account of pending disciplinary enquiry an employee cannot be deprived of availing of his chance of promotion.

19. So far as, the legal proposition laid down in the decision supra is concerned, the above legal position has not been disputed but in present case it is not the case of the management that name of the workman was

not considered on account of pending disciplinary proceedings against the workman. Upon perusal of the report of the DPC held in 1975 Ex-5, it reveals that the committee has considered the cases of those helpers who have completed three years' service on the job and who qualified the trade test for promotion to the post of Mechanic 'C'. The workman has failed to establish that he had ever qualified the trade test held during period 1971 to 1975. Thus, he was not eligible for consideration in the DPC held in the year 1975 and 1976. Therefore, the contention of the learned representative in this regard is not sustainable.

20. The workman has pleaded in his rejoinder that SLP which was due to him in 1975 has been granted to him in 1978, the next SLP was due in 1984 was granted in 1989 and 3rd SLP which was due in 1992 was granted to him in the year 1997.

21. The case of the management is that the workman was given SLP on 15-4-78 because a charge sheet was issued to him on 5-4-75, therefore, he was given SLP benefits after three years as per rules of the company. As per Service Linked Promotion Scheme in order to remove stagnation an employee who has completed 10 years of service in a grade will be eligible for being placed in next higher grade to which he may normally be eligible for promotion as per the rules & an employee who is placed in the personal scale will continue to do the same work which he was doing in the previous lower grade attached to the post held by him. It has categorically been mentioned that the grant of personal scale of pay will not lead to any change in the designation and job contents of the post held by the employee. In this regard, certain relaxation from normal procedure has been provided and criteria regarding qualification, trade test etc. will not be a bar for this purpose.

22. From the above scheme it flows that under SLP scheme pay scale is revised to the higher grade and not to higher post. The benefit of SLP is not promotion. Secondly, it is not the case of the workman that he is entitled for the grant of SLP since 1971.

23. In view of the terms of reference only justifications of the management in not giving promotion and other consequential benefits since 1971 is to be seen, therefore, the dispute regarding delay in granting SLP is beyond the scope of reference. Similarly, the dispute regarding full salary for the period 21-1-84 to 26-7-84 is also beyond the scope of the reference.

24. In view of the above discussions, the action of the management in not giving promotion and other benefits to the workman since 1971 is not unjustified. Consequently, the workman is not entitled to get any relief. The reference is answered accordingly.

25. Award as above.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 18 जून, 2012

का.आ. 2387.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार मैसर्स नेशनल एल्यूमिनियम कम्पनी लिमिटेड विशाखपट्टणम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 32/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2012 को प्राप्त हुआ था।

[सं. एल-43011/1/2007-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 18th June, 2012

S.O. 2387.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 32/2007) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. National Aluminium Company Ltd.; Visakhapatnam and their workmen, which was received by the Central Government on 1-6-2012.

[No. L-43011/1/2007-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT HYDERABAD**

Present : Shri VED PRAKASH GAUR, Presiding Officer

Dated the 27th day of April, 2012

INDUSTRIAL DISPUTE No. 32/2007

Between:

The Secretary,
NALCO Loading, Unloading
Operation and Maintenance
Contract Workers Union,
D.No.37-11.183, P.R. Gardens,
Visakhapatnam - 530 007.

....Petitioner/Union

AND

1. The General Manager,
M/s. National Aluminium Company Ltd.,
Port Facilities, Visakhapatnam Port Trust Area,
Visakhapatnam - 530 035.

2. The Proprietor,
M/s. Padmaja Engineering Works,
Plot No.160, D.No.65-3-316,
Ex.Servicemen Colony,
Malkapuram (Post)

Visakhapatnam - 530 011.

....Respondents

Appearances:

For the Petitioner : Sri K. Balakrishna, Advocate

For the Respondent : M/s. T.N. Murty & T.G.N. Murty,
Advocates**AWARD**

The Government of India, Ministry of Labour by its order No. L-43011/1/2007-IR(M) dated 1-6-2007 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication of dispute between the management of M/s. National Aluminium Company Ltd., Port Facilities, Visakhapatnam Port Trust Area, its contractor M/s. Padmaja Engineering Works and their workmen. The term of reference is as under:

SCHEDULE

“Whether the action of the management of M/s. National Aluminium Company Ltd., Port Facilities, Visakhapatnam and its contractor M/s. Padmaja Engineering Works, Visakhapatnam in terminating the services of Sh. E. Sanjeev Rao and 39 others (as per the list enclosed) arbitrarily without following the provisions of Industrial Disputes Act as alleged by NALCO Loading, Unloading Operation and Maintenance Contract Workers Union (affiliated to Telugunadu Trade Union Council), Visakhapatnam is legal and/or justified? If not, to what relief the concerned Union/workmen are entitled?”

The reference is numbered in this Tribunal as I.D. No. 32/2007 and notices were issued to the parties.

2. Petitioner Union filed claim statement stating therein that the opposite party No.1 is a limb of the Central Government. It started operation in 1985 regarding loading and unloading operations and maintenance work which was initially given to contractor for two years on contract basis. The same was extended till 1989. Thereafter, the members of claimant union were advised to form a society and the contract was awarded to the society from 1989 to 1993. In 1993 the name of one Simhadri, contractor was brought in by NALCO management which was advised by the NALCO to engage all the workmen who were the members of the society. This arrangement continued upto 2004.

3. In the year 2004 2nd Respondent i.e., M/s. Padmaja Engineering Works was awarded the contract. He was also advised to engage the former workers of the contract. This contract was for a period of 3 years from 1-4-2004 to 31-3-2007.

4. The contract was mere a ruse or camouflage or sham and nominal in order to shy away from the ban on

recruitment imposed by the Central Government. The Petitioner workers are performing work of perennial nature belongs to core sector in this manufacturing industry of the 1st Respondent. The nature of work for which permanent workers should have been engaged but the management avoided to engage permanent workers by engaging contractors. All the workmen have worked for more than 240 days in a year. They have worked in NALCO management since 20 years continuously without any break. However, their services were terminated without any notice and without paying retrenchment compensation etc.. Notice dated 26-10-2006 was served regarding arbitrary and illegal termination of the contract and services. The management terminated the contract w.e.f. 26-6-2010 and thereby terminated the services of Petitioners which is illegal, arbitrary and violative of principles of natural justice. Hence, the matter was raised before the Assistant Labour Commissioner (C), proceedings of conciliation ended in failure and the matter was referred to the Government who has made reference to this Tribunal.

5. No notice was given to the Petitioners before disengagement of the Petitioners, no retrenchment compensation, no notice pay or bonus, earned leave wages were paid to the Petitioners as such Petitioners be reinstated with all consequential and attendant benefits along with back wages and continuity of services.

6. The management Respondent No. 1 has filed counter statement stating therein that the handling and maintenance contract was used to be granted to different contractors from time to time to meet the contingencies that arose during those periods. There is no relationship of master and servant between the Petitioners and the 1st Respondent. The Petitioners worked under the contractors. They have admitted that Respondent management circulated a notice informing the workmen to receive their wage from NALCO because of the failure of the 2nd Respondent contractor, in disbursing their wages as warranted under the provisions of Sec.21(4) of the Contract Labour (Regulation and Abolition) Act. The Petitioners worked under Contractor Respondent No. 2 to whom work was awarded they were performing the duty and obligation under terms of contract. The period of service performed by the Petitioners under the contractor do not confer any right to be absorbed under the principal employer nor that establishes relationship of employer and employee between the management and the Petitioners. They have further stated that no notification U/s. 10 of the Contract Labour (Regulation & Abolition) Act has been issued by Government. In absence of the any such notification regarding disengagement of contract labour, contract can not be said to be illegal and Petitioner can not claim regularization of their services. Thus, the reference is invalid in the eye of law.

7. It is alleged that M/s. Padmaja Engineering Works, Respondent No. 2 failed to pay the wages of the workers and committed breach of contract in several ways. The NALCO management being Principal Employer had to discharge statutory obligations U/s 21 (4) of the Contract Labour (Regulation & Abolition) Act, 1970 by making direct payment to the workers of M/s. Padmaja Engineering Works and also deposited their EPF and ESI contributions which will be recoverable from the Bank Guarantee given by M/s. Padmaja Engineering Works. Since contractor Respondent No. 2 did not perform his duty as per terms of the contract, their contract was terminated thereby resulted in the disengagement of the Petitioners from the work. So Petitioner can not claim any relief from the NALCO management nor NALCO was responsible for payment of retrenchment compensation or notice pay, bonus etc. to the Petitioners. The claim is misconceived. The reference is also misconceived and against the principles of law. The Petitioners are not entitled for any relief from the management of NALCO. The management has further filed rejoinder of the counter stating therein that contractor failed to pay the wages to the workman that lead to indiscipline in the work which resulted in the termination of the contract.

8. Respondent No.2 has filed his written reply on his official letter head. He has stated that the default was committed by NALCO management and he is not responsible for default but he has not contested the case after filing the counter.

9. Both the parties were given opportunity to produce the evidence. Petitioner workman has filed Ex.W1 to W19. Ex.W16 is bunch of resumes, gate pass, ESI cards of Petitioners. Ex. W 17 is terms and conditions imposed by R 1 and Ex. W 18 is copy of man power engagement slip. Ex.W1 is the certificate of registration of trade union, Ex. W2 is the list of the workmen working under different management/contractors. Ex. W3 is notice dated 17-10-1996 informing the workmen to collect their wages from NALCO management on behalf of M/s. Padmaja Engineering Works, Ex.W4 is the notice of the advocate of Petitioner's union to the NALCO management, Ex.W5 termination of operation and maintenance contract by NALCO management, Ex.W6 is M/s. Padmaja Engineering Works bank guarantee dated 26-10-2006, Ex.W7 is letter of President of Union addressed to Assistant Labour Commissioner(C) dated 27-10-2006, Ex.W8 is reply by management's advocate to workers' advocate, Ex.W9 is letter of Mr. T. Subbarami Reddy to Mr. Patro regarding settlement of payment to the workers of M/s. Padmaja Engineering Works, Ex.W10 is letter of NALCO management to M/o Mines, Ex.W11 is reply to notice of NALCO management's advocate to Petitioner's advocate, Ex.W12 is conciliation proceeding before Assistant Labour Commissioner(C), Ex.W13 is reply of NALCO management to Assistant Labour Commissioner(C) before conciliation

proceeding, Ex.W14 is letter regarding non-remittance of PF contributions by R1, a report of Enforcement to his higher up, Ex.W15 is minutes of conciliation proceeding between NALCO management and labour union. Apart from the above documentary evidence Petitioner have filed affidavits of S/Sri Patnala Ramarao-WW1, Rongali Naidu Babu WW2, Ejji Eswara Rao- WW3 and they have appeared for cross examination as well.

10. During the course of argument and at the time of the argument, Petitioner's counsel has filed the letter of M/s. Padmaja Engineering Works addressed to this Tribunal that the NALCO management is sole responsible for all the workers termination and non-payment of the wages to the Petitioners of this case. To this effect also filed documents viz., letter regarding training schedule dated 12-8-1997 (Ex.W19),. Learned Counsel for the Petitioner also filed xerox copies of documents for consideration at the time of passing of award Ex.X1 to X14. Ex.X1 is copy of circular dated 31-8-1999 issued by Jt. Registrar, Visakhapatnam. Ex.X2 (in original also) Sri Durga Engineering Works dated 6-2-1990, acknowledging receipt of the contract and his willingness to execute contract work, Ex.X3 is shiploader training circular dated 12-8-97, Ex.X4 is contract for 7-3-1990 to 6-3-1991 dated 18-2-1991 of R1, Ex.X5 is attendance register stated to be maintained by contractor B. Simhadri from March, 2001 to September, 2002, Ex.X6 is Attendance register from March, 2002 to September, 2003, Ex.X7 is leave register with wages (Book No. 1 & Book No. 2), Ex.X8 is statement relating to final benefit for April, 2004 to March, 2005, Ex.X9 is roster maintained by R1 during 1997 & 1998, Ex.X10 is roster for the period from 22-2-1998 to 6-4-1998, Ex.X10A statements showing payments made in the name of R2 to the workers for the year 2005-2006, Ex.X11 is office noting showing introduction of contract system dated 18-2-1991 of R1, Ex.X12 is notice dated 2-8-97 by R1, Ex.X13 is service certificate issued to workman by R1 and Ex.X14 is tender document dated 24-12-1996.

11. Management has not adduced any oral evidence. Management was directed to file certain documents which were filed. The management has also filed same documents which has been relied by the Petitioner.

12. I have heard counsels for both the parties and I have gone through entire record and R1's documents 1 to 19 which were not marked as exhibits. Petitioner union has marked all documents.

13. Both the parties have filed their written arguments. This Tribunal has to consider the following points:

1. Whether the action of management of M/s.NALCO and its contractor M/s. Padmaja Engineering Works in terminating the services of Sri E. Sanjeeva Rao and 39 others arbitrarily and without following the

provisions of Industrial Disputes Act, 1947 and as alleged by NALCO Loading, Unloading Operation and Maintenance Contract Workers Union is legal and/or justified?

II. To what relief the concerned union/workmen are entitled?

14. Point No. (I)

It has been argued by the Learned Counsel for the Petitioner that the Petitioners of this case are working from 1984 onwards. No doubt, they started working under one contractor, or other contractors engaged by the management. It is undisputed that Petitioners started working under Mr. Simhadri contractor. After expiry of the contract of Mr. Simhadri contractor, Petitioners union was advised by the NALCO management to form a society and work as a contractor with further direction to engaged all the workers under the society and worked as contractor which continued till 2004. In 2004 M/s. Padmaja Engineering Works was engaged as contractor and contractor engaged all these Petitioners. In the year 2006 the management terminated his contract and thereby the Petitioners were disengaged by the contractor who did not pay their wages and thus, the NALCO management has paid the unpaid salary. It has been argued by Learned Counsel for the Petitioner that the workers of this case have been working from the year 1986 onwards without any break. Their work is of perennial nature with the management but the management has not engaged regular workers. The contract was sham and shadowy and it works as a camouflage between the workmen and the management to disentitle the Petitioner workmen from getting the benefits of Industrial Disputes Act, 1947. Against this argument of Learned Counsel for the Petitioners the management has argued that there was no relationship of servant and employer between the Petitioner workmen and NALCO management because the Petitioners were never engaged by the management. They have worked under the contractor from the very beginning, they were getting their wages from the contractor, their work was supervised by the contractor. They were engaged by the contractor as such, basis for relationship of employer and employee as laid down by the Hon'ble Supreme Court of India in the matter of 2011 (128) FLR page 560 between the General Manager(OSD), Bengal Nagpur Cotton Mills, Rajnandgaon and Bharat Lal and another is lacking in this case, there is no relationship of employer and employee between the Petitioners and management because Petitioner was not able to prove that salary was being paid by NALCO Management and NALCO management used to control and supervise the matters of workers. Though the documents Ex.X1 to X14 filed at the time of arguments by the Learned Counsel for the Petitioner were taken on record, those documents did not establish employer and employee relationship between Respondent No. 1 and the Petitioners.

15. Not only that in the present case the Petitioners themselves has contended that they were engaged by the contractor M/s. Padmaja Engineering Works in the year 2004 as such, after the termination of the contract, workmen could not claim themselves for regularization under the Principal employer as held by Hon'ble Delhi High Court in the matter of Savitri Devi and Others Vs. Air Indian International and others in 1993(66) FLR page 255 to 256. He has further argued that engagement by contractor of certain employees to work for the Principal Employer does not create relationship of master and servant between the contract labour and principal employer as held by Hon'ble Supreme Court in the matter of Steel Authority of India Ltd., Vs. National Union Water Front Workers and others reported in AIR 2001 SCC page 3527. Thus, there is no relationship of employer and employee in between the Petitioners and the management as such, no relief can be granted to the Petitioner workmen against the NALCO management.

16. It has further been argued by the Learned Counsel for the Respondent that if in the considered view of this Tribunal, this Tribunal comes to a conclusion that Petitioners are entitled for any relief then, whatever relief could be granted to Petitioner that could be granted against Respondent No.2 because the Petitioners themselves have alleged that at the time of disengagement from the service they were working as workmen of M/s. Padmaja Engineering Works who was a contractor from NALCO management. Thus, even if the Petitioners have worked for 10 to 20 years they are not entitled for getting any relief against NALCO management.

17. I have considered the above argument in light of the evidence produced by both the parties and documents produced, and proved by the Petitioner workmen. WW1, Sri Patna Rama Rao who is alleged to be a Secretary of the union has marked 18 documents in his statement. However, he has admitted that he has not filed the By law of the Trade Union, nor has not filed any document to show that he is the General Secretary of the Trade Union. He has admitted that Ex. W16 at page 26 is his own resume, it contains, Xerox copy of the gate pass which was valid from 1-5-2004 to 31-7-2004. He has admitted that resume was submitted to Second Respondent, who is a contractor seeking employment in M/s. Padmaja Engineering Works when he was awarded with the contract by management, i.e., R1. The alleged General Secretary of the union fully proved that he being General Secretary of the Union submitted his resume to the contractor for being engaged by M/s. Padmaja Engineering Works under him, because he obtained the contract from NALCO management. He has further admitted in his cross-examination that ESI contribution was deducted by M/s. Padmaja Engineering Works and was being deposited by him under his code. He has further admitted that in his resume submitted to M/s. Padmaja Engineering Works, he has stated that he

has two years experience. This prove that the General Secretary of the Union who submitted his resume to the M/s. Padmaja Engineering Works was having only two years experience before being engaged by M/s. Padmaja Engineering Works. Meaning thereby that the General Secretary of the Union has not having worked for more than two years even under any contractor in the year 2004. How many years experience other workers have, that he does not know. He has admitted that he was getting his salary through the agent of the contractor. He further admitted that he has society registration certificate, that society undertook contract from NALCO management in the year 1993. This prove that the witness Mr. P. Rama Rao who is alleged to be the General Secretary of the union had previously worked under the Society contractor and thereafter he worked under M/s. Padmaja Engineering Works who used to pay the salary of the Petitioners of this case. Thus, there is force in the contention of the Respondent management that the salary of the workers were not being paid by the NALCO management but it was being paid by the contractor. Witness WW2 Mr. Rongali Naidu Babu who has filed his affidavit and appeared for cross-examination. In his cross-examination, he has admitted that he does not know the contents of affidavit filed by him. He was President of the contract workers union. When the services were terminated they were working under the M/s. Padmaja Engineering Works who was the contractor at that time. This witness has also admitted that in the year 1996, the workers formed a society and entered into a contract with R.I. In the year 1997 he was sent for the training vide letter Ex. W 19. He has admitted that he does not know the terms and conditions of the employment of the contract labour. Witness Mr. R. Naidu Babu has further admitted in the cross-examination that in the year 2004 all the Petitioners submitted their resume to M/s. Padmaja Engineering Works for the employment as contract labour. This again prove that all the Petitioners of this case were employed by contractor M/s. Padmaja Engineering Works in the year 2004. Meaning thereby that there was no relationship of master and servant in between M/s. Padmaja Engineering Works and the Petitioner union. The witness has admitted that M/s. Padmaja Engineering Works defaulted in making payment to the workers in the year 2006 for the months of August, September and October, and Petitioner workmen struck the work because contractor did not make payment of their wages. He has further admitted that contractor committed default in payment of wages thus, the wages were paid by the NALCO management due to the default committed by the contractor and NALCO management terminated his contract in the month of October, 2006, thereby the services of the Petitioner were discontinued. He has admitted that the workers had no proof that NALCO has engaged them. They have no proof that NALCO has disengaged them. He has further admitted that the gate passes are issued by M/s. Padmaja Engineering Works.

He has further admitted that the workmen have not received bonus and leave pay from Respondent No. 2. On 26-10-2006 all those workers who were engaged by Respondent No. 2 were not be allowed to enter the premises of NALCO. Thus from the evidence on record and admission of the Petitioners' own witnesses this Tribunal is of the considered view and has come to the conclusion that the Petitioner of this case were engaged by M/s. Padmaja Engineering Works in the year 2004 when they entered into a contract with M/s. NALCO for execution of the work for 3 years. During the course of their employment the Petitioner used to get their wages from the contractor and not from NALCO management. The Petitioners were issued gate passes by M/s. Padmaja Engineering Works as admitted by WW2 and their resume Ex. W16. It is further held that the M/s. Padmaja Engineering Works did not make payment of the wages to the workers for the months of August, September and October, 2006. Due to which the workers resorted to the strike. They abstained from work thus the, management was compelled to pay the wages to the Petitioners under Sec.21 (4) of the Contract Labour (Regulation & Abolition) Act and termination of the contract by notice dated 26-10-2006 was displayed and further notice dated 27-10-2006 informing workers of the M/s. Padmaja Engineering Works not to enter the premises of NALCO management.

18. From the above discussion, it is clear that Petitioner's were the employees of M/s. Padmaja Engineering Works who failed to make payment to the Petitioners and thus, termination of the contract resulting in disengagement of the Petitioners from the service. In that event it can not be said that the Petitioners were disengaged by the NALCO management or any illegality has been committed by the management of NALCO in terminating the contract of M/s. Padmaja Engineering Works by it is notice dated 26-10-2006 which resulted in disengagement of the Petitioner.

19. Learned Counsel for the Petitioner has further filed two sets of documents in the form of volume I and II, one set of documents is said to be the detailed report of the case coupled with the discussion and Vol.II is of evidence etc. which has already been discussed in the foregoing paragraphs of this judgement. These papers shows that some of the Petitioners had worked in the loading and unloading Department of the management, but all these documents and papers produced by the Petitioner proved that the Petitioners have worked under the contractor as contract labour in the loading and unloading Department of the management. So far as volume No. I is concerned, they are case laws of various High Courts and Hon'ble Supreme Court. He has cited a case law of 1978 ASLJ 675 SCC regarding the test of relationship of master and servant. This material question has been again discussed by Hon'ble Supreme Court in the recent case law in Hon'ble Supreme Court of India in

the matter of 2011 (128) FLR page 560 between the General Manager(OSD), Bengal Nagpur Cotton Mills, Rajnandgaon and Bharat Lal and another, which has been relied upon by management's counsel and in the light of the recent case law reported in aforesaid 2011 case of Hon'ble Supreme Court, this Tribunal is of the considered opinion that there was no relationship of employer and employee in between the Petitioners of this case and NALCO management.

20. Learned Counsel for the Petitioner has further cited case law reported in 2004 SAR (Civil) page 4 SCC regarding fraud and misrepresentation committed-this case law is not applicable in this case.

21. Learned Counsel for the Petitioner has cited case law reported in 1999 ALR SCW page 1129 regarding non-examination of the witness from the side of defence. This case is also not applicable because the defence has not relied on any other documents than those filed by the Petitioner as such, non-examination of the defence witness is not fatal in this case. Learned Counsel for the Petitioner has further relied on case laws reported in 1997(5)ALD page 39 (DB), AIR 2005 SCC page 998 and 2008(4) LLX1 page 197 of Hon'ble High Court of A.P., these case laws refer to the maintainability of the reference as challenged by the management but this Tribunal is of the considered view that since Government of India has chosen to make a reference to this Tribunal, this Tribunal has to answer the reference made by the Government as such, the case laws cited above are not fully helpful to the Petitioner.

22. The Learned Counsel for the Petitioner has further relied on case law reported in 1994 (3) SLJ 227 of the Hon'ble Supreme Court, this is regarding relationship of Petitioner and management which has been discussed in the light of the case law reported in 1993 (66) FLR page 255 to 256 held by Hon'ble Delhi High Court in the matter of Savitri Devi and Others Vs. Air Indian International and others and case law reported in the matter of 2011 (128) FLR page 560 held by Hon'ble Supreme Court of India between the General Manager(OSD), Bengal Nagpur Cotton Mills, Rajnandgaon and Bharat Lal and another. Learned Counsel for the Petitioner has cited case law of 1969 (1) SCC page 228, 2004 (2) ALJ page 514 of Hon'ble High Court of A.P., and AIR 2011 SCC page 2532 regarding status of contract workman and his entitlement under Sec.25F of the Industrial Disputes Act, 1947.

23. This material question has been considered by this Tribunal and this Tribunal is of opinion that there was no relationship of employer and employee between NALCO management and the Petitioners of this case. There is relation of master and service between the contractor Respondent No. 2 and the Petitioners of this case. In the present case the contract was terminated in the mid-way by Respondent No. 1 because the contractor committed breach of the terms of contract and thus, if the retrenchment

compensation has to be paid to the Petitioner it is Respondent No. 2 who has to make the retrenchment compensation to the Petitioners of this case and not the Respondent No. 1 as desired by the Petitioners of this case.

24. Learned Counsel for the Petitioner has further relied on case law reported in 1980 (4) SCC443 is also about the provisions of Sec.25F of the Industrial Disputes Act, 1947. So far as the case law reported in 2006 (3) LLN page 78 SCC is concerned, which is regarding one time effort for regularization of contract labour and case law reported in 1999 SCC 1160. Here, in this case the Petitioners have not been able to prove that the contract between the Respondent No. 1 NALCO management and that of Respondent No. 2 was sham or bogus as such, the case law reported in AIR 1999 SCC page 1160 is not applicable in the present case.

25. So far as the question of regularization of the Petitioner is concerned, the Hon'ble Delhi High Court has held in the case of in 1993(66) FLR page 255 to 256 held by Hon'ble Delhi High Court in the matter of Savitri Devi and Others Vs. Air Indian International and others, the case cited supra, wherein it was held that after the termination of the contract, contract labour has got no right to be regularized by Principal Employer. In the same way the case law reported in 2010 LAB IC page 2494 is not applicable in this case.

26. It is concluded that the Petitioners were employees of M/s. Padmaja Engineering Works who was contractor from NALCO management since they committed breach of the term of the contract, their contract was terminated as such, Petitioners can not claim any regularization or reinstatement with the Principal employer. Not only that Petitioner can not claim any retrenchment compensation or compensation in lieu of notice from NALCO management. They can claim such retrenchment compensation or pay in lieu of notice from the contractor-Respondent No. 2. Since the contractor was engaged on the basis of agreement of the contract and contractor defaulted in making payment of the salary of the Petitioner for the months of August, September and October. The contractor can be held liable for payment of retrenchment compensation as well as notice pay, bonus and PF benefits to the Petitioner workmen. Principal Employer has terminated contract resulting in disengagement of the Petitioner. Petitioner can not claim reinstatement with the Respondent No.1 or Respondent No.2 contractor as well because the contract is not subsisting and contractor has no work as such, the action of the Contractor also can not be said to be illegal or arbitrary. Point No.(I) is decided accordingly.

27. Point No. (II) : Since the action of the management of NALCO or contractor M/s. Padmaja Engineering Works is neither illegal nor arbitrary, there is no relationship of

employer and employee in between Petitioner and NALCO management, Petitioner workmen are not entitled for any relief against the management of NALCO. Point No.(II) decided accordingly.

28. From the above discussion, this Tribunal has come to the conclusion that the action of the management of M/s. National Aluminium Company Ltd., Port Facilities, Visakhapatnam and its contractor M/s Padmaja Engineering Works, Visakhapatnam in terminating the services of Sh. E. Sanjeev Rao and 39 others (as per the list enclosed) arbitrarily without following the provisions of Industrial Disputes Act as alleged by NALCO Loading, Unloading Operation and Maintenance Contract Workers Union (affiliated to Telugunadu Trade Union Council), Visakhapatnam is legal and justified and the Petitioner workmen are not entitled for any relief from Respondent No. 1. However, Petitioners are entitled to receive Bonus, PF and ESI benefits from Respondent No. 2.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 27th day of April, 2012.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
W/W 1 : Sri Patnala Ramarao	NIL.
W/W 2 : Sri Rongali Naidu Babu	
W/W 3: Sri Ejjio Eswara Rao	

Documents marked for the Petitioner

Ex.W1: Copy of certificate of registration of trade union dt.15-6-2006
Ex.W2: Copy of list of names of workmen with details
Ex.W3: Copy of notice circulated by RI dt.17-10-2006
Ex.W4: Copy of legal notice by workmen dt.26-10-2006
Ex.W5: Copy of letter to R2 by RI reg. termination of contract dt.26-10-2006
Ex.W6: Copy of letter by bank authorities to R2 to credit overdraft amount dt.26-10-2006
Ex.W7: Copy of cause espoused representation to the ALC(C) by union dt.27-10-2006
Ex.W8: Copy of reply notice from RI to Petitioner union dt.2-11-2006
Ex.W9: Copy of Ir. addressed by the Minister to RI dt. 9-11-2006
Ex.W10: Copy of reply to Ex. W9 by RI dt.13-11-2006
Ex.W11: Copy of Ir. from advocate of RI to advocate of Petitioner union dt.14-11-2006
Ex.W12: Copy of Ir. from ALC(C) to Respondents dt.24-11-2006

Ex.W13 : Copy of Ir. from RI to ALC(C) dt 4-12-2006

नई दिल्ली, 18 जून, 2012

Ex.W14 : Copy of Ir. from Enforcement Officer to PF office, reg. non-remittance, of PF contributions by RI dt. 15-12-2006

Ex.W15 : Copy of minutes of conciliation proceeding dt. 23-10-2007

Ex.W16 : Copies of resume, gate passes, ESI cards of the individual workmen

Ex.W17 : Copy of Ir. of terms and conditions of contract with M/s. Durga Engineering Works by RI from the period from 1990 to 93:

Ex.W18 : Copy of manpower engagement slip for O & M contract dt.25-11-2003

Ex.W19 : Copy of letter for training of workers issued by RI dt.12-8-97.

Documents marked for the Respondent

NIL

Documents marked by Court

Ex.X1: Copy of circular by Jr. Registrar, Visakhapatnam dt. 31-8-1999

Ex.X2: Copy of Ir. dt. 6-2-1990 from Sri Durga Engineering Works to R1.

Ex.X3: Copy of Shiploader training circular dt.12-8-97.

Ex.X4: Copy of office note of R1 dt.18-2-91 reg. contract for operation/maintenance of port facilities

Ex.X5: Copy of attendance register of B. Simhadri contractor from March, 2001 to September, 2002

Ex.X6: Copy of attendance register of B. Simhadri contractor from March, 2002 to September, 2003

Ex.X7: Copy of leaves & Wages register

Ex.X8: Copy of Statement of final benefits from April, 2004 to March, 2005

Ex.X9: Copy of register maintained by R1 during 1997 & 1998

Ex.X10: Copy of roster of R1 from 22-2-1998 to 6-4-1998

Ex.X10 : Copy of statement showing payments made in the name of R2 to the workers for 2005-06

Ex.X11: Copy of office note reg. introduction of contract system from 1986 dt.18-2-1991

Ex.X12: Copy of notice by R1 dt. 2-8-1997

Ex.X13: Copy of service certificate issued by R1 to a workman

Ex.X14: Copy of tender document dt. 24-12-1996.

का.आ. 2388.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड, मुम्बई के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई 2 के पंचाट (संदर्भ संख्या 48/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2012 को प्राप्त हुआ था।

[सं. एल-30011/48/2006-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 18th June, 2012

S.O. 2388.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 48/2006) of the Central Government Industrial Tribunal/Labour Court, Mumbai-2 now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Bharat Petroleum Corpn. Ltd., (Mumbai) and their workman, which was received by the Central Government on 1-6-2012.

[No. L-30011-48/2006-IR(M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, MUMBAI

PRESENT:

K.B. KATAKE, Presiding Officer.

REFERENCE No. CGIT-2/48 of 2006

EMPLOYERS IN RELATION TO THE MANAGEMENT OF BHARAT PETROLEUM CORPORATION LTD.

The General Manager, HRS

Bharat Petroleum Corporation Ltd.,

Bharat Bhavan 4 & 6

Currimbhoy Road

Ballard Estate

Mumbai 400 038.

AND

Their Workman

Shri S. N. Kadam

Vasant Sagar Apartment

Block No.1

Thiba Palace Road

Ratnagiri 415 612.

Appearances:

FOR THE EMPLOYER : Mr. R. S. Pai,
Advocate

FOR THE WORKMAN : Mr. Arshad Shaikh,
Advocate

Mumbai, dated the 5th March, 2012.

AWARD PART-I

The Government of India, Ministry of Labour & Employment by its Order No.L-30011/48/2006-IR (M), dated 29-08-2006 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of M/s. BPCI, Mumbai in dismissing Shri S.N. Kadam from employment w.e.f 19-11-2004 is legal and justified? If not, to what relief the workman is entitled for?"

2. After receipt of the Reference from the Ministry both the parties were served with the notices. In response to the notice the second party workman submitted his statement of claim at Ex.7. According to him he was serving with the first party since March, 1989 till 19-11-2004. He joined the first party company as a General Operator, Grade-I at Sewri Benzine location. He had applied for promotion and he was sent for training from May, 2000 to 31-7-2000 as per letter dated 19-4-2000. He completed training successfully. Thereafter he worked in Sewri Benzine. By an email dated 29-9-2000 he was directed to report Ratnagiri Import Terminal on 9-10-2000 for training purpose. During the job training from 9-10-2000 the second party was authorized to stay in a hotel and claim the reimbursement as per his entitlement. Accordingly second party reported Ratnagiri Import Terminal on 9-10-2000 and started his training. Following the "on-the job training" he was promoted as Technician w.e.f. 2-4-2001 and was advised to report to Dy. Manager, Ratnagiri I.P.G.Terminal on 2-4-2001 for further instructions. However he received the intimation late as he was on training till 8-6-2001.

3. Second Party was punctual and regular on duty. He had gone for training to Ratnagiri from Mumbai. He was not having his own residential accommodation at Ratnagiri, therefore, in order to attend the training regularly he had to stay in Ratnagiri. He stayed in two Hotels i.e. Hotel Mangala and Hotel Alpha for different periods. He had paid all the Hotel bills and had incurred other expenses which were to be reimbursed from first party. He submitted two claims of T.A/D.A dated 11-12-2000 for Rs.27,524 in respect of stay in Hotel Alpha and claim dated 1-6-2001 of Rs.54,060 in respect of stay in Hotel Mangala. Both the claims were submitted along with Hotel bills. The first party had not passed the bill of Rs.54,060. On the other hand they had issued a charge sheet to the second party for the misconduct. The charges were levelled against him that he attempted to secure in a fraudulent manner pecuniary advantage from the Corporation. The second charge levelled against second party was fraud or dishonesty in connection with Corporation business or property, third charge was committing an act subversive of discipline. The enquiry

was conducted from 31-5-2002 to 16-9-2002. Mr. M.N. Rao was the Enquiry Officer. Mr. J.S. Jironekar was the Presenting Officer. It was alleged that the second party without staying in Hotel Mangala and Hotel Alpha has produced false bills of the said two Hotels and committed fraud and attempted to take pecuniary advantage fraudulently and committed fraud and dishonesty in connection with Corporation business. However the material witnesses i.e. the Managers of both the Hotels were not examined, naturally, they were not available for cross examination causing grave prejudice to the workman. It amounts to breach of natural justice. The Presenting Officer was well aware that the bills submitted by second party of Hotel Mangala and Hotel Alpha were genuine. Hence, he suppressed the material witnesses. The second party did not get reasonable opportunity to defend himself. Ex.12 has no value in the enquiry. There is material evidence on record to show that bills of stay of second party were genuine. Presenting Officer failed to produce original as well as legible copies of every documents produced in the enquiry proceeding in spite of request to that effect. The Enquiry Officer did not consider the evidence properly. His findings are perverse and deserve to be set aside. The findings of the Enquiry Officer are based on conjectures and surmises; they are not based on the evidence. Therefore, conclusion and findings of the Enquiry Officer are perverse. After receipt of the report and findings of the Enquiry Officer the second party workman made representation which was ignored. It was wrongfully alleged that workman had not stayed in the two Hotels. The management attempted to deprive the entitlement of the workman in order to victimize him. By letter dated 3-12-2004 the first party sent the order of dismissal of second party with immediate effect. The punishment was imposed to victimize the second party, no misconduct was proved against him, punishment was shockingly disproportionate. Therefore, the second party workman preferred appeal. The Appellate Authority dismissed his appeal. Therefore, second party approached to A.L.C.(C). As conciliation failed on the report of A.L.C. (C) the Labour Ministry sent the Reference to this Tribunal. The second party therefore prays that the enquiry be held not fair and proper and findings of the Enquiry Officer be declared as perverse. He also prays to direct the management to reinstate him with continuity of service and full back wages from 19-11-2004. He also prays that it be declared that he is entitled for full reimbursement of the expenses incurred during the "on-the job training" at Ratnagiri and also prays for costs.

4. The First party management has resisted the claim vide its Written Statement at Ex.8. According to them, the workman was charge sheeted for a serious misconduct for submitting fake and bogus Hotel bills and seeking reimbursement to the tune of Rs.54,060. The said charges were proved in the departmental enquiry.

Sufficient opportunity was given to the workman to defend himself. The charges were proved against him. The punishment is proportionate to the proved misconduct. Therefore, according to them the Reference deserves to be rejected. The workman was on "on job training" from 9-10-2000 and he was entitled to stay in Hotel as applicable to his grade. The Corporation is not aware as to whether workman has his relatives or any residential accommodation at Ratnagiri. According to them the workman has not stayed in Hotel Mangala and Hotel Alpha. He has not paid the Hotel bills of those Hotels. He has obtained fake and bogus bills to the tune of Rs.54,060. Therefore, Corporation has issued charge sheet as per the standing order. On investigation it was found that workman did not actually stay in the said Hotels and the bill of Rs.54,060 was fake and bogus. Therefore, the first party initiated departmental enquiry against the workman. Mr. M. N. Rao the then Territory Manager was appointed as Enquiry Officer. Mr. R. S. Raut was the Defense Counsel. Sufficient opportunity was given to the workman to defend himself. He submitted his written submission during the course of enquiry. They denied that any material witness was suppressed by the Corporation. MW-1 was the direct witness to the case as Mr. Jairam met the Hotel Manager and obtained copies of Lodging Register with regard to the claim period for reimbursement of Hotel bills of the workman. The oral evidence of Mr. Jairam brings out these facts on record. Witness has not admitted stay of the workman in Hotel at Ratnagiri. It was not necessary to examine witness Mr. Ajit Prasad and Mr. Narendra Dhawale. They denied that the legible copies were not provided to the workman. The management witness established that workman never stayed in Hotel Mangala in Room No.104 during the period from 9-10-2000 to 8-6-2001. They denied all the allegations. According to them the enquiry was fair and proper. They denied that Enquiry Officer has violated the principles of natural justice. The findings of the Enquiry Officer are based on the evidence on record. They are not perverse. They denied all the allegations that he was victimized and terminated from the services. According to them as the Enquiry Officer found him guilty of serious misconduct of fraud he was terminated from the services. Before the order of termination opportunity was given to him to say in respect of the report and findings of the Enquiry Officer. After considering the report and explanation of the workman the management terminated the services of the workman as they have lost confidence in the workman. The punishment is proportionate to the misconduct. Therefore they pray that the Reference be dismissed with costs.

5. Following are the issues framed by my Ld. Predecessor at Ex.10. I record my findings thereon for the reasons to follow :

Issues**Findings**

- | | |
|--------------------------------|------|
| 1) Is inquiry fair and proper? | No. |
| 2) Is finding perverse? | Yes. |

REASONS**Issue No.1 :**

6. In respect of the fairness of inquiry and findings of the inquiry officer, the Ld. adv. for the first party submitted that in a domestic inquiry the Industrial Tribunal or even High Court cannot set aside the conclusion of the inquiry officer drawn on the basis of evidence before him. He further submitted that though some different conclusion can be arrived at. It is not permitted to draw a different conclusion unless the conclusion is totally different or opposite to the evidence on record. In support of his argument, the Ld. Adv. for the first party resorted to as many as fifteen rulings with Ex-18. Again the Ld. Adv. for the first party filed three more rulings with list Ex-17. I would like to refer few of them as most of the rulings are repetition of the ratios. In *Sur Enamel and Stamping works Ltd. V/s. The Workmen* AIR 1963 SC 1914 in para 4 of the judgment, Hon'ble Court has laid down the five principles of fair and proper inquiry. They are (i) The employee proceeded against has been informed clearly of the charges levelled against him. (ii) The witnesses are examined ordinarily in the presence of the employee-in respect of the charges. (iii) The employee is given a fair opportunity to cross examine witnesses. (iv) He is given a fair opportunity to examine witnesses including himself in his defence. & (v) The inquiry officer records his findings with reasons for the same in his report. The Ld. Adv. submitted that in the case at hand, the inquiry officer has complied with all these points. Therefore inquiry is fair and proper. The Ld. Adv. also resorted to Apex Court ruling in *M/s. Banaras Electric Light and Power Co.-Ltd. V/s. The Labour Court-II, Lucknow and Ors.* 1972 II LLJ 328 wherein the Hon'ble Apex Court in respect of the domestic inquiry observed that:

"In a domestic inquiry once a conclusion is deduced from the evidence, it is not permissible to assail the conclusion even though it is possible for some other authority to arrive at a different conclusion on the same evidence."

The same principle is reiterated in *Union of India V/s. Sardar Bahadur* 1972 I LLJ 1 as well as in *Administrator Union Territory of Dadra and Nagar Haveli V/s. Gulabha M. Lad* 2010 II CLR 501 wherein Hon'ble Court held that:

"Ordinarily Court of Tribunal would not substitute its opinion on reappraisal of facts."

7. The Ld. Adv. for first party also cited Bombay High Court ruling in *M.V. Palekar V s. Bank of India & Ors* 1996 II CLR 462 wherein the Hon'ble Court observed that:

"Administrative Tribunal cannot sit as a court of appeal over a decision based on the findings of the inquiring authority in disciplinary proceedings."

In the light of ruling of Apex Court, the Hon'ble High Court further observed that;

"In short it was held that re-appreciation of evidence was not permissible."

The Ld. Adv. resorted to few more rulings on the same point that jurisdiction of the Tribunal is limited and it cannot substitute its findings different than the inquiry officer.

8. The Ld. Adv. for the first party further submitted that the rule of evidence is not strictly applicable to the proceedings of departmental inquiry. In support of his argument the Ld. Adv. resorted to the Apex Court ruling in *South Indian Cashew Factories Workers Union V/s. Kerala State Cashew Development Corporation Ltd. and Ors.* (2006) 5 SCC 201 wherein the Hon'ble Court referred to its earlier judgment in *Telco V/s. S.C.Prasad* (1969) 3 SCC 372 wherein Hon'ble Court on the point observed that;

"Industrial Tribunal while considering the findings of domestic inquiries, must bear in mind that persons appointed to hold such inquiries are not liars and that such inquiries are of a simple nature where technical rules as to evidence and procedure do not prevail. Such findings are not to be lightly brushed aside merely because the inquiry officer while writing their reports has mentioned facts which are not strictly borne out by the evidence before them."

In the same judgment, in respect of the departmental inquiry the Hon'ble Court in para 16 of the judgment further observed that;

"If the inquiry is fair and proper then in the absence of any allegations of victimization or unfair labour practice the Labour Court has no power to interfere with the punishment imposed. Section 11-A of the Industrial Disputes Act 1947 gives ample power to the Labour Court to reappraise the evidence adduced in the enquiry and also sit in appeal over the decision of the employer in imposing punishment. But that section is applicable only in the case of dismissal or discharge of a workman."

9. In this respect the Ld. Adv. for the workman submitted that in the case at hand the workman was dismissed from service on the charges that he had produced false hotel bills and claimed huge amount of DA. The Ld. Adv. submitted that the managers or owners of the hotels Mangala and Alpha whose bills were produced by the second party were not examined in the inquiry proceeding. He further submitted that the relevant witnesses whose affidavits were filed were not made available for cross examination. In this respect the Ld.

Adv. for the second party referred to the cross examination of witness M.N.Rao at Ex-13. He says that no separate letter was given by the presenting officer for dropping any witness named in the letter dt. 11-6-2002. He further says that he did not enquire with him as to why he did not call the two witnesses. He further says in his cross that he (Presenting Officer) explained that as he had covered entire thing through first witness therefore don't want to examine the other two witnesses. The IO has admitted in his cross at Ex-13 that the Presenting Officer has filed affidavit of witness No.3 in this proceeding and he was not offered for cross examination as there was no such demand. A specific question was put to the inquiry officer in his cross examination, whether he had informed the second party or his defence representative that he was relying on the affidavit of a person who was not tendered for cross examination. The inquiry officer has given evasive reply that copies of all admitted documents were handed over to the defence representative. It is understood that he was aware that these documents should be relied upon for the purpose of inquiry findings. In his cross the inquiry officer further stated that this witness was not presented by the Presenting officer therefore question of cross examination of this witness does not arise even by the Presenting Officer. The affidavit of the said witness is at page 61 of the inquiry proceeding at Ex-14. It was given Ex-15 in the inquiry proceeding. This affidavit is of Mr. Sudesh Sadanand Mamekar, Proprietor of Hotel Mangala. In his affidavit at Ex.15 he has contended that the workman Mr.S.N.Kadam was staying in their Hotel in Room No.104 from 19-2-2001 to 31-5-2001 and though there is no entry in the register there is an entry in the bill book. He has also contended that the bill is correct. However, it appears that the Enquiry Officer has not considered this important evidence of the relevant witness. The Ld. Advocate submitted that neither this witness was called before the Enquiry Officer nor he was offered for cross examination, therefore, the finding of misconduct and imposing of penalty is illegal and deserves to be quashed. In support of his argument the Ld. Advocate resorted to the Bombay High Court ruling in *R.R.Tombulkar v.s. Municipal Corporation of Greater Mumbai & Ors.* 2000 (III) CLR 705 wherein the Hon'ble Court on the point observed that:

"when in a departmental enquiry made in preliminary enquiry are relied upon it is contrary to basic principles of fair play to deny an opportunity to the charge sheeted employee to cross examine the witness. To deny cross examination on the supposed ground that the enquiry was only a summary enquiry is to create manifest failure of justice."

10. In respect of calling the witness for cross examination the Ld. Advocate for the first party submitted that, the Enquiry Officer in his cross examination at Ex.13 submitted that affidavit of witness no.3 was filed in the

proceeding by the Presenting Officer. He further says that he was not offered for cross examination as there was no such demand. In this respect Ld. Advocate for the second party submitted that it is the duty of the Enquiry Officer to make available the witness for cross examination and the side need not insist before the Enquiry Officer to call the witness for cross examination. The position to that effect is made clear by Hon'ble Bombay High Court in Gajanan Shamrao Thakare v/s. Maharashtra State Road Transport Corporation, 2000(III) CLR 99 wherein the Hon'ble Court observed that;

"It is elementary that the Enquiry Officer has to comply with all the principles of natural justice and rules of holding domestic enquiry. It is not for the delinquent to request the Enquiry Officer to comply with the principles of natural justice at every stage."

The Hon'ble Court in this respect further observed that;

"That there is no question of the petitioner to have insisted before the Enquiry Officer to cross examine Shri Rathod. It was the primary duty of the Enquiry Officer to have directed Shri Rathod to remain present on the next date of the enquiry and it was further his primary duty to have offered Shri Rathod to the petitioner for cross examination."

11. In the case at hand the Enquiry Officer has not called the relevant witness for cross examination whose affidavit was on record. It amount to violation of principle of natural justice. The Enquiry Officer has also not directed the Presenting Officer to furnish legible copies of the documents furnished to the second party. In the circumstances I come to the conclusion that there was violation of principle of natural justice. Accordingly I decide this Issue No.1 in the negative that the enquiry was not fair and proper.

Issue No.2:

12. When the inquiry is held not fair and proper, furthermore the affidavit of Sudhesh Mamekar at Ex-15 in the inquiry proceedings page 61 contends that second party Sashikant N. Kadam was staying in Hotel Mangala in Room No.104 from 19-2-2001 to 31-5-2001. This affidavit of proprietor of Hotel Mangala was not given due consideration and the inquiry officer merely relied upon some laches in the register maintained by the Hotel authority such as there are no signatures of second party on the register and in some entries particulars are not written properly etc. In this respect the Ld. Adv. pointed out that from the same register it is revealed that some other customers have also not put their signatures in the register. He pointed out that the Hotel management may not be strictly following the practice. Sometimes they may be obtaining signatures. Sometimes they may not be vigilant to obtain signature. That does not mean that the bill produced by the second party is false and bogus. It is not the case of the first party that either

the second party has his own house at Ratnagiri or he had not attended the training program. In short, as the inquiry is held not fair and proper and therefore findings of the inquiry officer cannot be called just and proper. In this backdrop I hold that findings of the inquiry officer are perverse. Accordingly I decide this issue no.2 in the affirmative and proceed to pass the following order :

ORDER

The inquiry is declared as not fair and proper. The findings of the inquiry officer are found to be perverse. The parties are directed to lead their evidence to prove their case on 26-6-2012.

Date: 05-3-2012

K. B. KATAKE, Presiding Officer

नई दिल्ली, 18 जून, 2012

का.आ. 2389.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार मैसर्स राष्ट्रीय इस्पात निगम लिमिटेड, जयपुर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 30/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2012 को प्राप्त हुआ था।

[सं. एल-26012/4/2006 आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 18th June, 2012

S.O. 2389.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 30/2007) of the Central Government Industrial Tribunal/Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Rashtriya Ispat Nigam Ltd. (Jaipur) and their workman, which was received by the Central Government on 1-6-2012.

[No. I-26012/4/2006-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, JAIPUR

Presiding Officer, Sh. N.K. PUROHIT

I.D.30/2007

Reference No. I-26012/4/2006(IR(M) dated: 26-09-2006

Smt. Kanta Bhatnagar

W/o Sh. Sujcet Pareek

R/o 7/7, Malviya Nagar,

Opp. Hotel Clarks Amer

Amit Bhardwaj Marg, Jaipur.

V/s.

1. Chairman-Cum-Managing Director
Rashtriya Ispat Nigam Ltd,
Main Administration Building
Vishakapatnam (A.P.)- 530301.
2. The Branch Manager
Rashtriya Ispat Nigam Ltd.
Meghalaya Tower, 3rd Floor,
Church Road, Jaipur- 302001.

Present

For the Applicant : Sh.M.F.Beig, Adv.
For the non-applicants : Sh. Alok Fatehpuria, Adv.

AWARD

13-4-2012

1. The Central Government in exercise of the powers conferred under clause (d) of sub-section 1 & 2(A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial dispute to this tribunal for adjudication :

"Whether the action of the management of Rashtriya Ispat Nigam Ltd., Jaipur through Branch Manager in terminating the services of Smt. Kanta Bhatnagar, Secretarial Asstt. W.e.f. 14-4-1995 is legal & justified? If not, what relief the workman is entitled to and from which date?"

2. The workman in her claim statement has pleaded that she was appointed on 13-7-94 on the secretarial post under the non-applicant no.2 and she had worked continuously for more than 240 days. It has further been pleaded that on 1-4-95 she was not allowed to mark her attendance in the attendance register and her services were terminated on 16-5-95 without assigning any reason. The workman has also pleaded that she has been terminated without any notice or compensation in lieu of notice, therefore, her termination is in violation of Section 25-F of the I.D.Act. The workman has alleged that while terminating her services, no seniority list was prepared and junior to him were retained on the job. The workman has also alleged that after termination of her services, fresh hands have been given appointments. Thus, the non-applicant has also violated the provisions of Section 25-G & H of the I.D.Act.

3. The non-applicant in its reply has averred that the workman was engaged as temporary casual worker. The management did not terminate her services rather the workman herself left the job voluntarily. It has further been averred that the workman has not worked for 240 days. It has been denied that the workman was appointed on 13-7-04 as secretarial assistant and her services were terminated by the management. The management has averred that the certificates produced by the workman reveals that she had worked during period 13-7-94 to 14-4-95 and she had left the job on her own accord. Therefore, the question does not arises for alleged violation of Section 25-F, G and H of the I.D.Act.

4. In rejoinder, the workman has pleaded that in para 5 of the claim statement due to typing mistake the date of termination 16-5-95 has been mentioned therefore, the said date may be read as 14-4-95. The workman has denied that she had left the service on her own accord.

5. In evidence, the workman has submitted her affidavit. In documentary evidence, the workman has produced documents Ex-W-1 to Ex-W-7. In rebuttal, the management has filed the counter affidavit of management witness Sh. M.S.Dutta. The management has produced documents Ex-M-1 and Ex-M-2 in support of its case.

6. Heard the learned representatives on behalf of both the sides and perused the relevant record.

7. In view of the pleadings of the parties following questions crop-up for consideration:

i. Whether the workman has worked as secretarial assistant under the employment of the non-applicant during period 13-7-94 to 13-4-95 and has worked for more than 240 days and whose services were terminated on 14-4-95 in violation of provisions of Section 25-F of the I.D.Act?

ii. Whether juniors to the workman, were retained on the job while terminating the services of the workman in violation of Section 25-G of the I.D.Act?

iii. Whether after terminating the services of the workman fresh hands have been recruited by the non-applicant in violation of the provisions of the Section 25-H of the I.D.Act?

iv. What relief the workman is entitled to and from which date?

Point No. 1.

8. The workman Smt. Kanta Bhatnagar has deposed that she was appointed on 13-7-94. She was not allowed to mark her attendance on 14-4-95. She has further deposed that despite she has worked for more than 240 days, her services have been terminated on 14-4-95 without any notice or compensation in lieu of notice. She has also deposed that salary for the period 1-4-95 to 13-4-95 was not paid and when she demanded her due salary, a certificate was issued on 16-5-95 wherein this fact has wrongly been mentioned that she left the job on her own accord.

9. In counter affidavit, the management witness Sh. S. Dutta, AGM has admitted that as and when required the services of the workman during period 13-7-94 to 13-4-95 were taken as temporary worker. He has further stated that the workman had left the job voluntarily.

10. The learned representative on behalf of the workman has submitted that from the statement of the workman and documents produced in support of the statement, it is well established that the workman has worked during period 13-7-94 to 14-4-95 and she has worked for more than 240 days, therefore, her termination without

any notice or compensation is violative of provisions of Section 25-F of the I.D. Act. He has further contended that certificate Ex-W-7 which was given by the then Branch Manager, Shri S. Dutta on 16-5-95 is an admitted document by the management wherein it has been certified that the workman has worked as secretarial assistant from 13-7-94 to 14-4-95. The management has not produced any record in rebuttal to show that the workman has not completed 240 days during a calendar year. Thus, the said certificate also supports the version of the workman that the workman has worked for more than 240 days. It has been contended on behalf of the workman that this fact has wrongly been mentioned in the certificate that the workman has left the job on her own accord to deprive the workman from protection under Section 25-F of the I.D. Act. The learned representative in, support of his contention has relied on 1976 (I) LLJ 478 (S.C.), LLJ (I) 1982 (S.C.) 330 & 1995 LAB I.C. 866.

11. Per contra, the learned representative on behalf of the management has submitted that certificate Ex-W-7 has been produced by the workman and in the said certificate it has been categorically mentioned that the workman has left the service voluntarily. Therefore, the workman cannot pick and choose the contents of the certificate to support her version. He has further contended that the management witness has stated that as and when required services of the workman were used to be taken for 10, 15 or 20 days in a month. The workman has failed to establish that she had continuously worked during the period 13.7.94 to 14.4.95. The learned representative for the management has also pointed out that there are material contradictions in the statement of the workman and documents regarding date of termination of service. In statement of claim and affidavit submitted before Labour Court, Jaipur the workman has stated that after 1.4.95 she was not allowed to mark attendance in the attendance register whereas in statement of claim filed in the present matter the workman has stated that her services were terminated on 16-5-95. In cross-examination also she has stated that her salary for the period up to 16.5.95 has not been paid. Therefore, statement of the workman is not trustworthy and cannot be relied upon.

12. I have given my thoughtful consideration on the rival submissions of both the sides and have also perused the relevant record and decisions referred to on behalf of the workman.

13. The workman has produced certificate dated 16.5.95 Ex-W-7 issued by Shri S. Dutta the then Branch Manager. In the said certificate the management witness Shri S. Dutta has certified that the workman Smt. Kanta Bhatnagar has worked as a secretarial assistant from 13-7-94 to 14-4-95 and she left her job on her own accord. The management witness has admitted that said certificate was given by him on the request of the workman. The management witness has stated that during said period, in

some months she had only worked for 10 days, 15 days or 20 days in a month but she has not categorically mentioned the actual working days of the workman. The management has also not produced any record to show that during period 13-7-94 to 14-4-95 the workman had not worked continuously. Thus, certificate Ex-7 and statement of the management witness corroborate the version of the workman to this extent that she had worked for more than 240 days during the said period.

14. Now, the next question arises for consideration is as to whether the services of the workman were terminated on 14.4.95 or she has left the job on her own accord?

15. The workman in para 4 of her claim statement has pleaded that on 1.4.95 she was not allowed to mark her attendance in the attendance register. In para 4 and 5 of claim statement and relief clause, it has been pleaded that her services were terminated on 16-5-95. When this fact was denied by the non-applicant in reply to the claim statement, the workman in her rejoinder changed her earlier version and pleaded that due to typing error the date of termination 16-5-95 has been mentioned in the claim statement, therefore, the said date be read as 14-4-95.

16. In documentary evidence, the workman has produced documents Ex-W-1 to Ex-W-7 in support of her case. Document Ex-W-1 is a notice dated 24-5-1995 given on behalf of the workman to the non-applicants. In para 5 of the said notice it has been alleged that attendance register was not made available to the workman on 14-4-1995 and salary for the month of April, 1995 has not been paid to her. In the said notice the date of termination has not been mentioned. Document Ex-W-3 is a letter of the workman addressed to Branch Manager. In the said letter the workman has stated that her services have been terminated in the month of May, 1995.

17. In cross-examination the workman has admitted that claim statement and affidavit Ex-M-1 and Ex-M-2 were filed before the labour court, Jaipur, bear her signatures. In Ex-M-1 and Ex-M-2 which are admitted documents, the workman has pleaded that attendance register was not made available to her on 1.4.1995. She has also pleaded categorically that her services were terminated on 16th May, 1995 and she had worked up to 16th May, 1995. On further cross-examination, the workman has stated that date 14-4-1995 in the certificate Ex-W-7 is not correct as she has worked up to 16th May, 1995 but she has stated that other contents are correct. She has also stated that certificate Ex-W-7 is correct. Thus, she has admitted that contents of the affidavit except date 14-4-95 are correct.

18. It appears that the workman has changed her version regarding date of her termination as per her convenience and there are different versions in this regard. In Ex-M-1, Ex-M-2 and claim statement, it has been pleaded that she was not allowed to mark her attendance in the attendance register on 1.4.1995. Subsequently, the workman has changed her version and has stated that she was not

allowed to mark her attendance on 14-4-1995. Similarly, as per Ex-M-1, Ex-M-2, Ex-W-3 and claim statement in the present case the services of the workman were terminated on 16-5-1995 whereas workman in her affidavit has alleged that her services were terminated on 14-5-1995. In cross-examination again she has changed her earlier version and stated that she has worked during period 14 April, 95 to 15 May, 1995 and her salary for the month of April and 15 days of the May has not been paid.

19. The statement of the workman is self contradictory. There are contradictions in the pleadings, statement of the workman and documents produced by her on the point of date of termination. Under these circumstances, there is no reason to disbelieve the contents of the certificate Ex-w-7 wherein it has been mentioned that the workman has left the job on her own accord.

20. In decision 1976 (I) LW 478 (S.C.) referred to by the learned representative of the workman, the question under consideration was whether the respondent was retrenched within the meaning of section 2(oo) of the I.D. Act. Hon'ble Apex Court has held that if the workman swims into the harbor of section 25-F, he cannot be retrenched without payment at the time of retrenchment compensation as prescribed therein read with section 25(B) (2). In LLJ (I) 1982 (S.C.) 330 Hon'ble Apex Court has observed that if termination of services of a workman brought about for any reason whatsoever, it would be retrenchment, except if the case falls within any of the excepted categories mentioned in the section.

21. In 1995 LAB I.C. 866 petitioner was a confirmed probationary officer in the bank. After availing leave he remained absent from duty unauthorisedly for various spells and vide impugned order his services were deemed to have voluntarily abandoned. The facts of the said case are quite distinguishable.

22. This legal position is well settled that termination of services of a workman for any reason could be retrenchment if his case does not falls in excepted categories. It is also well settled that in case of retrenchment the compliance of the provisions of section 25-F is mandatory but in present case the workman has failed to establish that her services were terminated by the management. The document Ex-W-7 produced by her reveals that she left her services on her own accord. Therefore, provisions of section 25-F of the I.D. Act are not attracted.

23. For the forgoing reasons, the point no. I is decided against the workman.

Point No. II and III

24. In claim statement the workman has pleaded that junior workmen were retained on the job at the time of her termination and after termination fresh hands were given appointments without any offer of appointment to the

workman. The workman has not disclosed the names of such persons. Further, the workman in her affidavit has not stated that juniors to him were retained and new hands were given appointments after her termination. Therefore, in absence of any evidence in this regard mere pleadings are no substitute for proof. Apart from this in point no. I, this conclusion has already been drawn that the services of the workman were not retrenched and she had left the job on her own accord. Therefore, the workman has also failed to establish the alleged violation of the provisions of section 25-G and H of I.D. Act.

Point no. IV

25. In view of the conclusions drawn in respect of point no. I to III, the workman is not entitled to any relief.

26. Accordingly, the reference under adjudication is answered in negative against the workman. Resultantly, the workman is not entitled to any relief.

27. Award as above.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 18 जून, 2012

का.आ. 2390.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स स्टोन इन्टरनेशनल प्रा. लि., कोटा के प्रबंधन के संयुक्त नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोटा के पंचाट (संदर्भ संख्या 16/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-2012 को प्राप्त हुआ था।

[सं. एल-29011/46/2001-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 18th June, 2012

S.O. 2390.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 16/2001) of the Central Government Industrial Tribunal/Labour Court, Kota as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Stone International Pvt. Ltd. (Kota) and their workman, which was received by the Central Government on 4-6-2012.

[No. L-29011/46/2001-IR (M)]

JOHAN TOPNO, Under Secy.

अनुबंध

न्यायाधीश, औद्योगिक न्यायाधिकरण
कोटा/केन्द्रीय/कोटा/राज./

पीठासीन अधिकारी श्री प्रकाश चन्द्र पगारीया, आर.एच.जे.एस.
निर्देश प्रकरण क्रमांक : ओ. न्या./केन्द्रीय/16/2001

दिनांक स्थापित : 6-7-2001

प्रसंग : भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश सं. एल. 29011/46/2001/आईआर (एम) दि. 18-6-2001

निर्देश/विवाद अंतर्गत धारा 10 (1)(घ)

औद्योगिक विवाद अधिनियम, 1947

मध्य

जनरल सेक्रेटरी, राष्ट्रीय मजदूर संघ (रामगंजमण्डी जिला कोटा/राजस्थान/

—प्रार्थी यूनियन

एवं

माईन्स मैनेजर, स्टोन इन्टरनेशनल प्रा.लि. चेचट तहसील, रामगंजमण्डी जिला कोटा

—अप्रार्थी नियोजक

उपस्थित

प्रार्थी यूनियन की ओर से : कोई उपस्थित नहीं

अप्रार्थी नियोजक की ओर से : कोई उपस्थित नहीं

अधिनिर्णय दिनांक : 20-4-2012

अधिनिर्णय

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के प्रासांगिक आदेश दि. 18-6-2001 के जरिये निम्न निर्देश/विवाद, औद्योगिक विवाद अधिनियम, 1947 की धारा 10(1)(घ) के अंतर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है :

“क्या राष्ट्रीय मजदूर संघ (इन्टक) रामगंजमण्डी द्वारा प्रबंधन मैसर्स स्टोन इन्टरनेशनल प्रा.लि., रामगंजमण्डी जिला कोटा/राज. से उसकी खान में कार्यरत कर्मचारियों/कर्मचारियों के लिए वित्तीय वर्ष 1999-2000 के लिए 20% बोनस भुगतान करने की मांग उचित एवं न्यायासंगत है? यदि हां तो संबंधित कर्मकार/कर्मचारियों को 8.33% से अतिरिक्त कितने प्रतिशत बोनस भुगतान के हकदार हैं?”

2. निर्देश/विवाद, न्यायाधिकरण में प्राप्त होने पर पंजीबद्ध उपरांत पक्षकारों को सूचना/नोटिस विधिवत जारी कर अवगत करवाया गया।

3. प्रार्थी यूनियन की ओर से दि. 18-9-2002 को क्लेम स्टेटमेंट पेश किया गया जिसमें यह वर्णित किया गया कि प्रार्थी श्रमिकों की एक रजिस्टर्ड एवं चुनी हुई यूनियन है। प्रार्थी यूनियन ने अप्रार्थी प्रबंधक के समक्ष दि. 24-8-2002 को एक मांग-पत्र उनके संस्थान में कार्यरत श्रमिकों व कर्मचारियों के लिए वर्ष 1999-2000 के लिए 20% की दर से बोनस दीपावली से पूर्व भुगतान बाबत पेश किया परन्तु प्रबंधन ने इस मांग के प्रति उपेक्षापूर्ण रवैया अपनाया तथा मात्र 8.33% बोनस ही दिये जाने में समर्थता जाहिर की। इसके कारण से समझौता अधिकारी के यहां वार्ता भी हुई परन्तु प्रबंधन 20% की दर से बोनस दिये जाने हेतु तैयार नहीं हुआ जबकि कर्मचारों की यह मांग न्यायोचित है क्योंकि अप्रार्थी संस्थान ने वर्ष 1999-2000 में

आशा से अधिक उत्पादन कर काफी लाभ कमाया। अतः क्लेम स्टेटमेंट के माध्यम से प्रार्थी यूनियन ने अप्रार्थी संस्थान में कार्यरत कर्मचारियों व मजदूरों को वर्ष 1999-2000 के लिए 20% की दर से बोनस मय ब्याज के भुगतान किये जाने का अनुतोष प्रदान किये जाने की मांग की।

4. इसके पश्चात पत्रावली जवाब क्लेम हेतु नियत की जाती रही एवं आदेशिका दि. 10-11-06 से लेकर आज दिन तक प्रार्थी यूनियन या अप्रार्थी की ओर से कोई उपस्थित नहीं आये, ऐसा स्पष्ट जाहिर हो रहा है। अतः जब उभयपक्ष पक्षकार ही इस मामले में नहीं आ रहे हैं एवं विशेषकर प्रार्थी पक्ष/यूनियन जिसकी कि प्रेरणा पर यह रेफ्रेन्स हुआ है, वही नहीं आ रहे हैं तो फिर यह रेफ्रेन्स न्यायाधिकरण स्वप्रेरणा से नहीं चला सकती है।

5. किसी भी मामले में जो पक्षकार न्यायालय/न्यायाधिकरण से अनुतोष चाहता है, उसमें विशेष रूप से प्रार्थी या वादी द्वारा उसे अपने मामले को अन्तिम मुकाम तक पहुंचाने के लिए उपस्थित रहकर पैरवी किया जाना अति आवश्यक है एवं यदि प्रार्थी या वादी ही नहीं आता है तो फिर न्यायालय स्वप्रेरणा से मामले को नहीं चला सकता है एवं ना ही अनिश्चितकाल तक मामला उनके आने के भरोसे

6. अतः इस मामले में भी दि. 10-11-06 के बाद से ही आज दिन तक प्रार्थी व अप्रार्थी के प्रतिनिधि किसी के नहीं आने से मामला अदम हाजिरी व अदम पैरवी में निस्तारित किये जाने योग्य है।

परिणामस्वरूप भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा अपने आदेश सं. एल. 29011/46/2001/आईआर(एम) दिनांक 18-6-2001 के जरिये सम्प्रेषित निर्देश को इसी अनुरूप उत्तरित किया जाता है कि मामले में दि. 10-11-06 के बाद से ही आज दिन तक प्रार्थी व अप्रार्थी के प्रतिनिधि किसी के नहीं आने से मामला अदम हाजिरी व अदम पैरवी में निस्तारित किये जाकर प्रार्थीगण किसी अनुतोष को प्राप्त करने के अधिकारी नहीं हैं।

प्रकाश चन्द्र पगारीया, न्यायाधीश

नई दिल्ली, 18 जून, 2012

क्र.आ. 2391.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स यूनाइटेड इण्डिया इश्योरिस क. लिमिटेड, सहारनपुर के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली-1 के पंचाट (संदर्भ संख्या 93/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2012 को प्राप्त हुआ था।

[सं. एल-17012/3/2005-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 18th June, 2012

S.O. 2391.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 93/2011) of the Central Government Industrial Tribunal/Labour Court, New Delhi-1 now as shown in the Annexure in the Industrial

Dispute between the employers in relation to the management of M/s United India Insurance (Saharanpur) and their workman, which was received by the Central Government on 1-6-2012.

[No. L-17012/3/2005-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE DR. R-K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL, No. 1, KARKARDOOMA COURTS
COMPLEX, DELHI**

I.D. 93/2011

Shri Rajeev Mohan Mathur
R/o Har Niwas, Station Road,
Near Surya Hotel,
Saharanpur, Uttar Pradesh

...Workman

Versus

1. The Divisional Officer
United India Insurance,
D.O. Near Civil Hospital,
Saharanpur, U.P.

2. The Divisional Manager
United India Insurance,
D.O. Dehradun, Uttaranchal.

...Managements

AWARD

A Development Officer, serving United India Insurance Co. (hereinafter referred to as the Insurance Company) failed to maintain the stipulated cost ratio and his pay came down to the minimum of scale of pay of Development Officer (Grade-II). A warning letter dated 16-5-1997 was issued to him, giving him an opportunity of one year to improve his performance. The Development Officer failed to maintain stipulated cost ratio for the period from 28-5-1997 to 27-5-1998. During that period his cost ratio came to be 110.45% which was very much in excess to the stipulated norm of 12%. Notice dated 27-7-1998 was sent by registered post to the Development Officer, which was returned by the postal authorities with the remarks "Person is out of station and the door is locked". When notice was returned undelivered, it was displayed on the notice board of the Insurance Company, detailing therein that services of Development Officer stands discharged with effect from 27-8-1998. The Development Officer reached his office on 3-10-1998 and found the notice, referred above, displayed on the notice board of the Insurance Company. On 9-8-1998 an appeal was preferred by him for sympathetic consideration of his case on humanitarian grounds. His appeal came to be dismissed. A dispute was raised by him before the Conciliation Officers. When conciliation proceedings failed, the appropriate Government referred the dispute to the Central Government Industrial Tribunal No. II, New Delhi

for adjudication, vide order No. L-17012/3/2005-IR(M) New Delhi dated 2-9-2005, with following terms.

"Whether the action of the Management of United Insurance Company in terminating Shri Rajiv Mohan Mathur w.e.f. 27-8-1998 from the service is legal and justified? If not to what relief the concerned person is entitled to?"

2. Claim statement was filed by the Development Officers, namely, Shri Rajiv Mohan Mathur pleading that he was appointed in the Insurance Company in 1975 as Inspector Grade-I. His services were confirmed w.e.f. 1-7-1981. In August 1998 he seriously fell ill and remained under treatment for 2 months. He gave necessary information to the Insurance Company in that regard. On being fit to resume his duties, he went to his office on 3-10-98 along with medical and fitness certificate. He was not allowed to resume duties. He was asked to go through a notice displayed on the Notice Board. When he read the notice, he found that he was discharged from service. He projects that the copy of the said notice was not delivered to him. He met the Branch Officer who assured to recommend his case to the higher authorities. On 9-10-1998 he submitted a letter to the Assistant General Manager for sympathetic consideration of his case, which letter has not been replied till date. He met the Divisional Manager who also assured of sympathetic consideration of his case. Regional Manager has also given him such assurances but nothing has been done till date.

3. The claimant asserts that Insurance Company had not issued any charge sheet against him. No enquiry was conducted on the points referred in the notice dated 27-8-1998. No reasonable opportunity was given to him to project his defense. Provisions of General Insurance Scheme, 1976 were not properly applied to his case. His account has not been cleared till date. He projects that order of discharge from service is illegal, unfair and bad in law. He claims reinstatement in service from 27-8-1998 with full back wages and consequential benefits.

4. The Insurance Company has demurred the claim pleading that the claimant was governed by the General Insurance (Rationalization of Pay Scales and Other Conditions of Service of Development Staff) Scheme 1976 (in short the scheme). As per paragraph 11 of the scheme each Development Officer is required to perform within the stipulated cost ratio or else he would be discharged from service. The claimant failed to maintain stipulated cost ratio for the past 7 years, which was much in excess of the stipulated limit. In pursuance of provision of paragraph 11 (5) of the scheme a warning letter dated 16-5-1997 was served on the claimant, when his Basic Pay came down to the minimum of Scale of Pay of Development Officer Grade II. He was given a chance of one year to improve his performance duly indicating therein that his services were liable to be

terminated if he failed to maintain stipulated cost ratio during 28-5-1997 to 27-5-1998. Cost ratio of the claimant for the aforesaid period came to be 110.45%, which was very much in excess to the stipulated norm of 12%. Therefore as per paragraph 11 (6) of the scheme, notice dated 27-5-1998 was sent at the residential address of the claimant by registered post. The said notice was received back with the remarks "person is out of station and the door is locked". The notice was displayed on the notice board wherein it was mentioned that services of the claimant were discharged w.e.f. 27-8-1998. The Insurance Company projects that the claimant came to his office on 3-10-1998 and learnt above that fact, on reading contents of the notice, displayed on the Notice Board.

5. On 9-10-1998 he submitted an appeal, wherein he prayed for consideration of his case on humanitarian grounds. In the appeal he did not dispute that his cost ratio for the period from 28-5-1997 to 27-5-1998 came to be 110.45% which was in excess to the stipulated norms. It was also not disputed therein that warning letter dated 16-8-1997 was served on the claimant. His assertion, to the effect that notice dated 27-7-1998 was not served upon him, is uncalled for. The Appeal Committee considered his case and dismissed the appeal. The order of the Appeal Committee was communicated to the claimant, vide order dated 28-4-2000. No case is there to show any indulgence in favour of the claimant. Besides being consistently poor in his duties for a number of preceding years, the claimant was found guilty of misappropriation of premium of Rs.12378. The Competent Authority passed an order of recovery of Rs.12378 against the claimant on 5-9-1997. It has been projected that the claim, put forward by Rajiv Mohan Mathur, is liable to be dismissed, being untenable, misconceived and frivolous.

6. The claimant entered the witness box to testify facts in support of his claim. Shri V.P. Sukhija was examined on behalf of the Insurance Company. No other witness was examined by either of the parties.

7. Vide order No.Z-22019/6/2007-IR (CII), New Delhi, dated 30.3.2011 the appropriate Government transferred this case to this Tribunal for adjudication.

8. When called upon to advance arguments, the claimant presented that his written submissions are there on the record which may be considered in support of his case. Shri Rajesh Divedi for Shri A.K. Dey, authorized representative submitted that written arguments have also been filled on behalf of the Insurance Company. He made it clear that there is no necessity to advance oral arguments. I have gone through the record carefully. My findings on issues involved in the controversy are as follows :

9. In his affidavit dated 8-8-2006 tendered as evidence, the claimant swears that on going through the

notice dated 27-8-1998, displayed on the Notice Board, he came to know that his services have been discharged. He had gone to resume his duties on 9-10-1998, the date when aforesaid notice was found displayed on Notice Board. He met authorities but was not allowed to join his duty. During the course of his cross examination, he projects that he joined services of the Insurance Company on 11-7-1975 as Inspector (Grade II) and was confirmed on 1-1-1979. No warning letter was issued to him on 16-5-1997. However, he concedes that he was given a letter by which he was asked to maintain stipulated cost ratio.

10. Shri V.P. Sukhija unfolds in his affidavit Ex.MW1/A. tendered as evidence on behalf of the Insurance Company, that the claimant was covered by the scheme, copy of which is Ex.M-1. The premium of the claimant had not been satisfactory for the past 7 years and cost ratio was in much excess of the stipulated limit. The cost ratio for the aforesaid period remained as follows:—

Year	Premium	Cost ratio	Stipulated Cost ratio
1991-92	285123	21.80	12.00
1992-93	63628	85.79	11.00
1993-94	825	8081.50	11.00
1994-95	23556	219.75	11.00
1995-96	35712	261.99	12.00
1996-97	43682	107.99	12.00
1997-98	46574	87.37	13.00

The claimant received decrements as follows:

Year	Decrements
1-4-1993	2 decrements
1-4-1994	3 decrements
23-9-1994	4 decrements (toward penalty in charge sheet)
1-4-1995	3 decrements
1-4-1996	4 decrements
1-4-1997	Decrements could not be affected as he was at the minimum of the Scale.

11. As per paragraph 11 of the scheme, each Development Officer is required to perform within the stipulated cost ratio or else he was liable to be discharged from service. The claimant was consistently performing much above the cost ratio for years, even then the Insurance Company was lenient in not discharging him a few years back. As per provisions of paragraph 11(5) of the scheme, warning letter dated 16-5-1997 was issued which was received by the claimant on 28-5-1997. This letter was issued when basic pay of the claimant came down to the minimum of pay scale of Development Officer Grade II. He was given

a chance of one year to improve his performance indicating that on his failure to maintain stipulated cost ratio his services were liable to be terminated. Copy of the letter dated 16-9-1997 is Ex-M-9. The claimant failed to maintain stipulated cost ratio for the period from 28-5-1997 to 27-5-1998 which came to be 110.45%. It was very much in excess of the stipulated norm of 12%. Notice dated 27-8-1998 was displayed on the notice board when it was not served by post on the claimant. His services were discharged with effect from 27-8-1998 in pursuance of paragraph 11(6) of the scheme. During the course of cross-examination, he projects that initially the claimant was appointed as Inspector (Grade-II). His designation was changed as Development Officer in the year 1987. Supervisory duties of the claimant are mentioned in his letter of confirmation dated 18-8-1981.

12. When facts unfolded by the claimant and Shri V.P. Sukhija are appreciated, it came to light that initially the claimant was appointed as Inspector Grade-II on 25-1-1979 and further his designation was changed to Development Officer in the year 1987. His duties detailed in confirmation letter dated 18-8-1981 were as follows:—

"You are appointed on a whole time basis and you shall devote your full time and attention to the Company's work. You shall organize and develop the General Insurance Business for the Company and your duties and functions will include among other things the following:—

- (i) To recruit, train, direct and control the agents under you.
- (ii) To introduce, develop and service General Insurance Business in the area under your jurisdiction.
- (iii) To prepare and issue katcha receipts and cover notes and to maintain business statements.
- (iv) To service any business which may be assigned to you by the Company.
- (v) To discharge such other functions as may be assigned to you by the Company.

The functions as mentioned herein above are only illustrative and not exhaustive.

- (a) You shall report on every working day to the office of the company whenever there is such an office and sign such muster roll as may be maintained for the Inspectors. If you fail to call at the Company's Office and sign the muster roll on any day without any satisfactory explanation for the same you will be treated as absent. If you fail to attend the office and sign the muster roll for any reason whatsoever without permission for a continuous period of 10 days or more, your services will automatically stand terminated from

the initial date of such absence, even if you have been confirmed in the company's service.

- (b) You are required to and you shall maintain a diary of day-to-day activities in the book supplied by the company for this purpose and submit a copy of the same daily to you Supervisory Officer/s. The proper and regular maintenance of the diary is obligatory on your part. Failure to maintain the diary will amount to neglect of duty, disobedience and/or misconduct.
- (c) You will have to confirm to and carry out faithfully and diligently all rules and regulations of the company pertaining to your functions and all such instructions as may be issued or given to you by the Supervisory Officer/s from time to time, either orally and/or in writing.
- (d) You will be required to carry out thoroughly all the functions as laid down by the Management for the Inspectors as indicated in Schedule 'A' appended herewith and as may be added altered or modified from time to time. Due and proper performance of all your functions to the satisfaction of the Management will be a condition precedent to the consideration of your annual increments in the grade.
- (e) You will introduce at least six new successful agents every year.
- (f) In recommending the appointment of agents every care shall be taken by you to ensure that only such persons are recommended and introduced by you, who are expected to and are likely to engage themselves actively in General Insurance selling on behalf of the Company. The Company reserves the right to refuse to appoint any person as an agent, although he may be recommended by you. Without assigning any reason and such a refusal by the Company will be final and binding on you.
- (g) It will also be your duty to see that proper service is rendered by you, and by the agents working under you, to policy holders and the concerned parties.
- (h) It will be your responsibility to ensure that you abide by all provisions, rules and regulations of all Tariffs in respect of tariff business and Rules and Regulations of the Company. You will not execute, issue or give any receipt, cover notes or letter, or any other documents, unless you are specifically authorised to issue, execute or give such a document on behalf of the Company. The Company reserves the right to alter, withdraw or cancel any authority given to you.

- (i) It will be your responsibility to issue cover notes in respect of business secured by agents working with you unless the Company desires otherwise. You will issue all documents strictly and only in accordance with the authority given to you by letter of authorization in full accord with the Rules and Regulations of the Company and the Tariffs and instructions given to you. It will also be your responsibility to send promptly to R.O./D.O./B.O. necessary copies of cover notes, receipts, correspondence and other documents immediately on their being issued and to follow strictly the procedure and underwriting or other instructions laid down by the Company from time to time in the behalf. You will study and full acquaint yourself with all rules and regulations, procedures laid down by the Company, provisions of tariffs and all other rules and regulations which have bearing on your duties, functions, responsibilities and obligations.
- (j) It will be your duty and responsibility to collect necessary and proper premium as and when due, and to hand it over or credit it to the company according to the procedure laid down or instructions given by the Management, or by its duly authorised Officer/s.
- (k) You will not admit, entertain or make any commitment in regard to any claim or likely claim under any policy, cover notes, or acceptance letter issued by you or otherwise.
- (l) You will not take any legal proceedings in connection with any matter relating to the Company's business or involving the Company without the company's consent in writing and in no event will the company be responsible for costs, consequences or any expenses incurred in respect of any such proceedings.
- (m) In the event of any sum being due to the Company from you, or from agents working under you, without affecting and without prejudice to Company's other rights, the Company shall have the right to stop all payments to you and to retain all sums which may be payable to you and to apply such sums directly towards the liquidation of such dues.
- (n) In the case of any irregularities or any acts of commission or omission on your part, the Company reserves its right to recover such amount from your salary or otherwise or from any other dues payable to you.
- (o) At the time of ceasing to be in the employment of the Company for any reason whatsoever, or if you are suspended from the services of the Company or in any similar circumstances, you

will have to return to the company all or any of the documents, papers books, imprest, furniture and other articles, and properties belonging to the Company which have been supplied to you or are in your possession. Failure to return any or all such articles or properties will amount to serious breach of the Company's rules and regulations, making you liable for action".

13. Relying contents of confirmation letter dated 18.8.1981, the Insurance Company agitates that the claimant was performing supervisory duty hence he was not a workman. As the definition of "Workman" contained in Clause (s) of Section 2 of the Industrial Disputes Act 1947 (in short the Act), projects that any person employed in any industry to do: (i) any skilled or unskilled manual work, or (ii) clerical work, or (iii) supervisory work, or (iv) technical work or (v) operational work would come within the sweep of the definition. The second limb of the said definition gives category of persons who are excluded from the ambit of the definition of workman. In that category any person, employed in a supervisory capacity drawing wages exceeding Rs.1600 per mensem or exercising either by nature of the duties attached to the office or by reason of the powers vested in him functions mainly of managerial nature, had been kept out of ambit of the definition. The word "supervisory" is not used in the aforesaid clause in relation to supervision of a plant or machine. Many machines run automatically on power. They do not have to be run by human energy. Their functions has to be watched and repaired, if anything goes wrong. A person who attend to such machine may either do technical or manual work within the meaning of clause (s) of Section 2 of the Act. He does not do supervisory work and merely looks after the machine. The essence of "supervisory nature of work" in clause (s) of Section 2 of the Act is supervision by one person over the work of another. Functions and powers like sanctioning leave, grant advance out of pay, initiating disciplinary proceedings, like suspension and dismissal of workman are clearly within the ambit of supervisory work. Reference can be made to the precedents, in B.D. Gupta [1974 (29) F.L.R 325] and Blue Star Limited [1975 (31) F.L.R 102].

14. Parliament never intended to exclude managerial employees of their ordinary rights under labour welfare legislation, without justification. Appellation Development Officer is not very significant in deciding whether or not such an officer is workman. Notwithstanding the designation the Tribunal or Court must look to the nature of duties to discover what precisely the Development Officer is? The scale of pay as well as the authorities competent to take disciplinary action indicates that the appellation Development Officer is no more than glorified designation. Development Officers are separated from "Officers" strictly so called and are generally placed on par with subordinate and clerical staff. Some of the Development Officer are getting

good commission due to good business done by the agents working in their jurisdiction. But that fact cannot be decisive since data about the average commission earned by the Development Officers working with the Insurance Company has not been placed before the Tribunal. From the terms and conditions contained in letter dated 18-8-1981 it is clear that the claimant had no authority to bind the Insurance Company in any way. Though he had authority to appoint agents but the Insurance Company retained authority with it to approve appointment of the agent or to take disciplinary action against them. The claimant was required to train and assist agents appointed by him. He was expected to stimulate and inspire the agents to work, while exercising no administrative control over them. The agents were not his subordinates, and in fact he had no supporting staff working under him. The claimant was not engaged in any administrative or managerial work. Taking into account the duties enlisted above, it cannot be said that the claimant was performing mainly supervisory functions. In such a situation, contention raised by the Insurance Company cannot be accepted. The claimant is a workman within the meaning of clause (s) of Section 2 of the Act. Same view was taken by the Apex Court in S.K. Verma [1983 (4) SCC 214].

15. The scheme defined "Development Staff" as persons employed for the purpose of procuring general insurance business and categorized or designated-(a) as Development Superintendents or Inspectors Grade I, or Inspector Grade II, or (b) field workers. As projected by the claimant he was appointed as Inspector Grade II, for procuring general insurance business. He was promoted as Inspector Grade I. Shri Sukhija unfolds that in 1987, designation of the claimant was changed as Development Officer. These facts are sufficient to conclude that the claimant was appointed as Development Staff by the Insurance Company.

16. Paragraph 11 of the scheme speaks of Cost Control. For sake of convenience provisions of paragraph 11 are extracted thus :—

"11- Cost Control - (1) Every Development Officer shall work with such cost as to maintain his cost ratio within the limit stipulated in sub clause (c) of clause (17) of paragraph 3.

(2) If the cost ratio in respect of a Development Officer for a particular performance year exceeds the stipulated limits, the non-core allowance payable to him in the following performance year shall be reduced to the extent of the amount by which his cost ratio exceeded the stipulated limits.

(3) if in respect of a Development Officer cost ratio is in excess of stipulated limit for the second performance year in succession, he may be issued a letter of warning that in the event of his cost ratio exceeding stipulated limits for third or subsequent performance years in succession his non-core allowance shall continued to be reduced in the following years to the extent necessary to bring his

Cost ratio within the stipulated limits and if there are no non-core allowance to be reduced, he shall be liable to decrement in basic pay as indicated in the table below sub paragraph (4).

(4) If in respect of a Development Officer cost ratio is in excess of stipulated limit for the third or subsequent performance years in succession, the non-core allowance payable to him, if any, in the following performance year shall be reduced to the extent of the amount by which his cost ratio exceeded the stipulated limits.

Provided that if no non-core allowance are payable to him or the amount of non-core allowance payable to him in the year following such third or subsequent successive performance year is less than the excess cost, decrements shall be effected to such Development Officer as per table from 1st January of the relevant year to provide him an opportunity to conform to the stipulated limits of cost.

Reduction in Basic pay where Cost ratio is in excess of stipulated limits in that relevant performance year.

Number of decrements to be effected from 1st January to reflect appraisal year.

S. No.	Actual cost ratio stipulated limits	On first occasion	On second successive occasion	On third successive occasion	On fourth successive occasion	On fifth & sixth successive occasion
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	By not more than 1%	1	1	1	1	1
2.	By margin exceeding 1% but not exceeding 3%	1	1	2	2	2
3.	By margin exceeding 3% but not exceeding 5%	2	2	3	3	4
4.	By margin exceeding 5%	2	3	3	4	4

NOTE 1:

If a Development Officer is in the scale of Development Officer Grade I and by reduction as provided above his Basic Pay falls below the minimum of the Scale, his Basic Pay shall be fixed at one stage below maximum of the scale of Development Officer Grade II. If the said Development Officer continues to operate beyond stipulated Cost Limits even after placement in the scale of Development Officer Grade II the reduction in the Basic Pay shall start in the scale of Development Officer Grade II, by the number of stages as applicable to the relevant successive occasion.

NOTE 2:

If after such reduction the Basic Pay falls below the minimum of the scale of Development Officer Grade II, the Basic Pay of such Development Officer shall be fixed at the minimum of the scale of Development Officer Grade II.

(5) The Development Officer, whose basic pay has been fixed at the minimum of the scale of Development Officer (Grade-II) after reduction under sub paragraph (4), shall be provided an opportunity of one year to confirm to the stipulated cost limits and will be issued a warning that his services shall be liable for termination if he still continues to exceed the stipulated cost limits.

(6) If the Development Officer continues to be beyond stipulated cost limits even after bringing down his basic pay to the minimum of the scale of Development Officer (Grade-II) and providing him an opportunity of one year under sub paragraph (5), his services shall be terminated by an officer not below the rank of Assistant General Manager, after giving him a notice of 30 days.

Provided that services of no Development Officer shall be terminated unless he is given an opportunity to appeal in the Appeals Committee constituted for the purpose under sub paragraph 7 within the period of 30 days from the date of serving a notice of termination and unless the said Appeals Committee consider the said appeal and confirms that the services of the Development Officer are liable for termination.

Provided further that the services of the concerned Development Officer shall not be terminated if the Appeals Committee after considering his appeal decide that certain reliefs should be provided to him.

(7) The Appeals Committee, referred in sub paragraph (6) shall be constituted by the Chairman of the Corporation from time to time for providing relief to Development Officer liable for termination of services under this paragraph and the said committee shall consider the appeals having regard to the relevant factors such as factual inaccuracies, in computation of premium, and Cost of Cost ratio or sickness, accident, extent or such individual extenuating circumstances beyond the control of Development Officer adversely affecting the business procurement and provide such relief other than that provided in sub paragraph (8) as may be considered necessary in each case.

(8) Any Development Officer whose services are liable to be terminated under this paragraph may, on his specific request be appointed as clerical staff on such terms as may be decided by the Chairman of the Corporation if he is eligible and considered suitable and subject to the condition that -

(i) he is at least 45 years of age but has not completed 55 years of age and has put in at least 15 years service as Development Officer, or

(ii) there are grounds of individual extenuating circumstances such as illness, injury or disablement.

(9) Where the non-core allowance of the Development Officer are reduced under sub paragraph (2) or sub-paragraph (3) or decrements are effected under sub-paragraph (4) or his services are terminated under sub-paragraph (5) such reduction of non-core allowance or decrements or termination of services shall not be deemed to be a penalty."

17. Now it would be considered whether the Insurance Company had violated the provisions contained in paragraph 11 of the scheme, as referred above. Shri Sukhija projects that since 1991-92 the claimant failed to maintain the stipulated cost ratio. As detailed above, in the year 1991-92 his cost ratio was 21.8%, in 1992-93 his cost ratio was 85.79%, in 1993-94 his cost ratio was 8081.50%, in 1994-95 his cost ratio was 2019.75%, in 1995-96 it was 261%, in 1996-97 his cost ratio was 107.99% and in 1997-98 his cost ratio was 87.37%. while stipulated cost ratio for the aforesaid years were 12%, 11%, 11%, 11%, 12%, 12%, and 13% respectively. Two decrements were received by the claimant on 1-4-1993, three decrements were received on 1-4-1994, four decrements were received towards penalty on a domestic action on 23-9-1994, three decrements were received on 1-4-1995 and four decrements were received by him on 1-4-1996. No decrements could be affected on 1-4-1997 since the claimant was at minimum of the scale of pay of Development Officer Grade II. Claimant could not dispute the facts, so projected by Shri Sukhija. Shri Sukhija tells that on 28-5-1997 a warning letter dated 16-5-1997 was served on the claimant, when his Basic Pay came down to the minimum of scale of pay of Development Officer Grade II. He was given a chance of one year to improve his performance failing which his services were liable to be terminated. He has proved copy of the warning letter as Ex.M-9. Contents of Ex.M-9 give confirmation to the facts unfolded by Shri Sukhija. Thus it is emerging over the record that cost ratio of the claimant was in excess of stipulated limits for successive subsequent performance years and he earned decrements in consonance with sub paragraph (4) of paragraph 11 of the scheme. When his Basic pay reached minimum of the scale of Development Officer Grade II, an opportunity was given to him for a period of one year to confirm to the stipulated cost limits. He was given a warning also that in case he fails to confirm to the stipulated cost limits his services would be liable to be terminated. Thus it is evident that provisions of sub paragraph (5) of paragraph 11 of the scheme were also complied with.

18. Shri Sukhija details that for the period from 28-5-1997 to 27-5-1998 cost ratio of the claimant claim to be 110.45% which was very much in excess of the stipulated norm of 12%. Notice dated 20-7-1998 was sent to the residential address of the claimant, since he was absent from his duties in unauthorized manner. Postal article was

returned by the authorities with the remarks "the person is out of station and the door is locked". He has proved copies of the postal receipts and envelope as Ex.M-2 to M-4 respectively. When these documents are perused, it came to light that postal article was sent by registered post to the claimant at his residence located at Har Niwas, Railway Road, Saharanpur. The claimant nowhere disputed that address on the postal article was not correct. One of the modes of sending notice to the claimant was dispatch under postal certificate. The article sent by registered post was returned undelivered with the remarks "the person is out of station and the door is locked". As mentioned on the Postal article, postal peon visited the address on 8th, 10th, 11th, 12th, 13th and 14th August, 1998. Thus it is evident that postal peon visited house of the claimant for 6 days but he found his house locked on each and every visit. It is emerging over the record that notice, as stipulated by sub-paragraph (6) of paragraph 11 of the scheme, was correctly addressed and sent by registered post to the claimant. The claimant had not made any arrangement for delivery of postal article when he locked his house for a considerable period. Under these circumstances the Insurance Company was left with no alternative but to display the notice on the notice board, where office of the claimant was located. Displaying notice for information of the claimant would be taken as sufficient service of that notice since the claimant was absent from his duties in unauthorized manner for a considerably long period. All these facts are sufficient to conclude that notice as required by sub paragraph (6) of paragraph 11 of the scheme was served on the claimant.

19. When perused Ex.M-2 makes it clear that on 27.8.1998 the claimant was given an opportunity to the effect that he should confirm to the stipulated cost ratio limit for the year 25.8.97 to 27.5.98, failing which his services shall be discharged. Notice referred in Ex.M2 was served upon him on 28.5.97. For the period referred above his cost ratio was 110.45%, which was much in excess of permissible cost ratio of 12%. It was also noted that for the period 1.7.1997 to 30.6.1998 his cost ratio has been 122.84%, in excess of permissible cost ratio of 12%. A 30 days notice was given to him informing him that his services shall stand discharged w.e.f. 27.8.1998, in terms of sub paragraph (4) of paragraph 11 of the scheme. As is evident out of the contents of the notice referred above provision of paragraph 11 of the scheme were duly followed. He was also informed on the strength of the said notice that he may prefer appeal to the Appeals Committee within a period of 30 days. The claimant preferred an appeal which was also considered and dismissed by the Appeals Committee. Provision of proviso (1) of sub paragraph (6) were complied with and on consideration of that appeal it was dismissed by the Appeals Committee. Thus it is evident that provision of sub paragraph (7) of paragraph 11 of the scheme were duly complied with. Under these circumstances it is emerging that while terminating the services of the claimant the Insurance Company had not committed any illegality.

20. Order Ex.M-7 passed by the Appeals Committee has been perused by me. Before the Appeals Committee the claimant projected that he was suffering from disturbed mind, arising out of several deaths of his family members at different intervals, hence he could not concentrate on business procurement. He made request for grant of one more year to enable him to prove as a better employee. He requested for sympathetic consideration of his case otherwise he would be forced to commit suicide. The Appeal Committee considered cost ratio of the claimant since 1991-92 till the date of his discharge. It was also taken into account that punishment of withholding one increment for a period of three years, besides recovery of misappropriated premium amount was awarded to him. It was also taken into account that despite the fact that he was at the minimum scale of pay of Development Officer Grade II, an enquiry was pending against him for unauthorized absence for 364 days. Taking into account all these facts, the Appeals Committee could not find any substance in his appeal. His appeal was accordingly declined. These facts make out a picture that humanitarian consideration was given to the circumstance presented by the claimant before the Appeals Committee. Action of terminating the services of the claimant is found to be justifiable also, besides being legal. Therefore, there are no reasons which may persuade the Tribunal to grant indulgence to the claimant. He is not entitled to any relief. His claim statement is liable to be dismissed. Accordingly his claim statement is brushed aside and an award is passed in favour of the Insurance Company and against the claimant. It be sent to the Appropriate Government for publication.

Dated: 27.04.2012

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 19 जून, 2012

का.आ. 2392.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चीफ इंजीनियर, सी.पी.डब्ल्यू.डी., मुम्बई और अदर्स के प्रबंधन के संबंध निरीक्षकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या-सी.जी.आई.टी.ए./ओ.पी./18/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-6-2012 को प्राप्त हुआ था।

[सं. एल-42011/10/1997 आईआर (डीयू)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 19th June, 2012

S.O. 2392.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGITA/OP/18/2012) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the Chief

Engineer CPWD, Mumbai & Others and their workman, which was received by the Central Government on 19-6-2012.

[No. L-42011/10/1997-IR(DU)]

SURENDRA KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present....

Binay Kumar Sinha,
Presiding Officer,
CGIT-cum-Labour Court,
Ahmedabad, Dated 22nd May, 2012

Reference: ITC No. 24 of 1997 Old

Reference: CGITA of 145 of 2006

- (1) The Chief Engineer,
(WZ) CPWD, 14th Floor,
Old Annexe, 101, M.K. Road,
New Marine Lines, Mumbai-20.
 - (2) The Superintending Engineer,
CPWD, Ahmedabad Central Circle,
7th Floor, Mridul Tower, Ashram Road,
Ahmedabad-380 009.
 - (3) The Executive Engineer,
CPWD, Gandhinagar Central Division,
Sector-6, Gandhinagar
- ... First Parties

And their workman

Bhimji Harji Bihola

Through Regional Secretary,
All India CPWD Employee's Union,
Western Region, C/o Shri Vinod Parmar,
17/465, Vikasnagar, Nr. Janta Nagar,
Amraiwadi Road, Ahmedabad-380 026

...Second Party

For the first party : Shri R.S. Munshi, Advocate

For the second party : Shri Lalit Patil, Advocate

AWARD

The Central Government/Ministry of Labour vide its order No. L-42011/10/97-IR/(DU), New Delhi dated 17/27-10-1997 in exercise of power conferred by clause (d) of sub section 1 and sub-section 2 (A) of Section 10 of the Industrial Dispute Act, 1947 referred the dispute existing between the employers in relation to the management of CPWD, Ahmedabad and their workman, for adjudication to the Industrial Tribunal, Ahmedabad by formulating the terms of reference as follows:—

SCHEDULE

“Whether the action of the management of Central Public Works Department, Gandhinagar in denying

regularisation to Shri Bhimji Harji Bihola as Work Charge Motor Lorry Driver w.e.f. 17-10-1989 but regularising him at the post lower than Motor Lorry Driver by taking undertaking dated 16-10-1989 is legal and justified? If not, to what relief the concerned employee is entitled to?”

(2) On notices to the parties both sides appeared and filed their pleadings-statement of claim by the second party at Ext. 8 and written statement by the first party at Ext. 9.

(3) The case of the second party workman, shortly stated, is that he was engaged by the first party as Lorry driver on 27-8-1984 and his services were regularised on 3-10-1989 on the post of work charge Beldar and in this connection obtaining a consent letter by force on 16-10-1989 and then from 17-10-1989 he was offered post of work charge Beldar whereas he worked up to 16-10-1989 as lorry driver. Further case is that in spite of offering lower post of work charge Beldar by the first party on 17-10-1989, the first party issued certificate showing him as motor lorry driver. Further case is that the workman was working as a driver but he was being paid only as labourer against which he raised an Industrial Dispute and subsequently the dispute was referred for adjudication. Prayer has been made for the reliefs of declaring the order of the management of first party to offer lower cadre post of work charge Beldar as illegal, unjust and proper and which is fit to be set aside, with further prayer for regularising his service w.e.f. 17-10-1989 as motor lorry driver with consequential benefit and wages, and also for cost of suit and for any other relief to which the workman is found entitled.

(4) The first party has made parawise reply to the statement of claim of the workman and has admitted that the workman has worked as motor lorry driver on muster roll (daily wages) in CPWD prior to 16-10-1989 in two spells i.e. from 27-8-1984 to 29-3-1986 and from 11-8-1986 to 16-10-1989. The case of the first party is that Government of India's order issued from time to time for Muster Roll workers who have worked for 240 days in two consecutive years are entitled for regularisation in work charge establishment subject to they are found fit in the trade test and approval of the screening committee and availability of sanctioned post in the department. Although the workman Shri Bhimji Harijee Bihola fulfilled the conditions for regularisation as M.L.D. but could not be absorbed in the post of M.L.D. due to non availability of post of M.L.D. However, posts of Beldar (unskilled labour) were available with the department. If a worker is found fit to be regularised in a lower post, his option for such posting is invariably called for before acceptance of the regular lower post or to wait till the post in which he is working on Muster Roll is made available. Further case is that it was open on his part either to accept the lower post or remain on muster roll as M.L. D till occurrence of regular

sanctioned post of M.L.D. But the workman instead of waiting for the occurrence of M.L.D.'s post, accepted the lower post of Beldar offered to him vide office order No.9 (16)/A.C.D./89/3741 dated 3-10-1989. The workman-Bhimji Harji Bihola joined the duties of Beldar with a doubt in his mind that, he may loose the regular appointment of M.L.D. in the department then the workman submitted option/undertaking dated 16-10-1989 without any force to accept the lower post of work charge Beldar. The contents of the undertaking were explained to him by the Head Clerk and no compulsion was made to him to sign it. Further case is that after getting regularised in the lower post of Beldar, the workman Bhimji Harji Bihola raised the Industrial Dispute which is an after thought of the workman. Whereas since from his regularisation as beldar i.e. 17-10-1989, onwards his services exclusively were utilised as beldar only, except on few rare occasions i.e. only merely for 40 days he was engaged for driving jeep in exigency of work as and when the regular M.L.D. was remain on leave during the span of 7 years 1990 to 1996. On this score contention of the first party is that the claim of the workman for demanding equal pay for equal work is not in order as he has suppressed the facts and already got the wages of M.L.D. during the entire period of his being muster roll M.L.D. which were being paid to the counter parts in C.P.W.D. Thus prayer has been made to reject the reference.

(5) On behalf of the first party list of documents at Ext. 10 were filed through which documents were produced which were given Exhibits 12 to 16. Ext. 12 is offer of appointment (memorandum) dated 3-10-1989. Ext. 13 is undertaking dated 16-10-1989 given by the workman Shri Bhimji Harji Bihola. Ext. 14 is approval of the screening committee dated 27-9-1989. Ext. 15 is details showing number of days work as M.L.D after regularise as Beldar showing 40 days. Ext. 16 is joining report as Beldar by the workman Shri Bhimji Harji Bihola dated 17-10-1989.

(6) On behalf of the second party through Regional Secretary of the union documents were produced as per list Ext. 11 through which as many as 10 documents were produced. Among those documents in the list at serial No. 1 xerox copy of the valid driving license of the workman dated 2-10-1997 was marked at Ext. 17 and the document at serial No. 2- Xerox copy of the certificate issued by Executive Engineer (Civil) CPWD, Gandhinagar Central Division dated 7-4-1986 is Ext. 18 and the document at serial No.3 xerox copy of certificate issued by Assistant Engineer BC-SD, Baroda Central Sub Division CPWD Baroda dated 28-12-1989 is Ext. 19 and at serial No.4 document- appointment order's Xerox copy as beldar dated 3-10-1989 is Ext. 20 documents at list serial No.5 to 9 have not been given pakka exhibits. The last documents at serial No. 10. Copy of office memorandum dated 20-7-1995 of Deputy Director Administration CPWD New Delhi dated 20-7-1995 is Ext. 21.

(7) The workman Shri Bhimji Harji Bihola gave his

oral deposition at Ext. 22 and he was cross-examined by the first party lawyer. Another oral evidence of the witness on behalf of the second party workman is of Jashubhai at Ext. 23 to support the case of the workman regarding working as M.L.D. by the workman Shri Bhimji Harji Rimji Harji Bihola up to 16-10-1989 and thereafter offering him lower post of work charge beldar but taking work from the workman as motor driver he was also cross-examined by the first party's lawyer. The management witness namely Shatrugan Prasad deposed to support the case of the first party as per pleadings w.s., his oral deposition is at Ext. 26. He was also cross-examined by Shri Vinod Parmar union representative for the second party.

(8) It may be noted that those documentary and oral evidence had been recorded when the reference ITC 25/97 pending before the Industrial Tribunal, Ahmedabad and the said Industrial Tribunal, Ahmedabad who was in sesin of the case also heard the argument of both sides who had also submitted their written arguments, the written arguments of the second party was filed at Ext. 33 whereas the written argument of the first party was filed at Ext. 32 subsequently the Central Industrial Tribunal, Ahmedabad then presided over by Shri P.R. Desai passed the award at Ext. 34 by which the reference was rejected and the second party workman was not found to get any relief in this case.

(9) Aggrieved with the award dated 6-3-2000 at Ext. 34 the second party workman preferred Special Civil Application No. 346 of 2002 before the High Court of Gujarat at Ahmedabad and the Hon'ble Court by the order dated 23-1-2006 has been pleased to allow the SCA and has been pleased to quash and set aside the award of the Industrial Tribunal, Ahmedabad passed in reference ITC 25/97 dated 6-9-2000 and the matter was remanded to the Industrial Tribunal for examining the matter afresh in view of the observation made in this order. The Hon'ble Court in its order has observed at para 5.1 "from the undertaking (dated 16-10-1989) it is clear that the petitioner could not have claimed promotion unless he is eligible for he higher post as per the rules and regulations of the department. If he is otherwise eligible his case can be considered as per the undertaking. However, that aspect has not been considered by the Tribunal while passing the impugned award. I am of the view that the Tribunal is required to examine whether under the rules the petitioner has become eligible for the promotion or not. In that view of the matter the Tribunal is required to reconsider the matter afresh".

(10) The case record was received on 28-4-2011 in this tribunal (CGIT) on transfer as per order No. Z-22019/6/2007 IR (C-II) dated 19, October-2010. Thereafter the parties were noticed afresh for their appearance. It may be pertinent to mention here that before receiving the record in this tribunal and when the case record was pending before the Industrial Tribunal (Central) at Ahmedabad in reference ITC 145/2006 the workman Bhimji Harji Bihola submitted his further affidavit at Ext. 39 on

1-8-2007 and thereafter he was cross-examine by the first party's lawyer Shri R.S Munshi on 16-7-2008. Thereafter on behalf of the first party a management witness namely Kesha was also examined in his oral deposition by Shri K.S. Munshi, Advocate at Ext. 47 and was cross-examined by the second party advocate Shri L. Patil on 1-2-2010 and the record was pending and some documents as per list Ext. 50 was produced on behalf of the first party. Ext. 50/1 is extract of regulation rules of motor lorry driver. Ext. 50/2 is the copy of order dated 31-3-2003 of CPWD in which the name of the workman Shri Bhimji Harji Bihola is mentioned at serial No. 17 showing his designation as Nalsaj. Ext. 50/3 is the undertaking of the workman dated 16-10-1989. Ext. 50/4 is the joining report, of the workman on the post of Beldar dated 17-10-1989. Ext. 50/5 is the office memorandum, Government of India, Directorate General of Works, Central Public Works Department, New Delhi dated 5-4-2005 on the subject survey reporting of old vehicle and replacement of condemned vehicle regarding. Thereafter the record was pending for hearing arguments of the parties afresh in the light of observation of the Hon'ble High Court passed in the aforesaid SCA but by that time the record received before this tribunal (CGIT) and the parties were heard at length.

(11) In view of the rival contention of the parties in their pleadings and also in view of the further evidence adduced by both sides and also in view of the observation of the Hon'ble Court passed by their lordship in the order dated 23-1-2006 in SCA 346/2002, the following issues are taken up for determination in this case.

ISSUES

- (I) Whether the reference is maintainable?
- (II) Has the workman Bhimji Harji Bihola has got valid cause of action to raise the dispute?
- (III) Whether under the rules of the first party (CPWD) the workman Shri Bhimji Harji Bihola had become eligible for the promotion as M.L.D. or not, in view of giving undertaking dated 16-10-1989?
- (IV) Whether the workman is entitled to the relief as claimed?

FINDINGS

(12) ISSUE NO. III

Some of the admitted facts are as follows. The workman prior to his joining as work charge Beldar on 17-10-1987 has all along worked as motor lorry driver on muster roll in two phases 27-8-1984 to 29-3-1986 vide Ext. 18 and then from 1-8-1986 to 16-10-1989 vide Ext. 19. That means on the date of giving undertaking by the workman on 16-10-1989 regarding accepting the post of work charge Beldar he had worked as motor lorry driver in the department of the first party. Further as per Ext. 14 the office memorandum dated 27-9-1989 regularisation of

muster roll staff working in Ahmedabad and Gandhinagar Central Division CPWD was issued for regularisation for the post of Beldar as approved by the screening committee giving an option that the workman working on muster roll on higher post and eligible for absorption on higher post and occurrence of vacancy in the higher post will have the option to either accepting the post of Beldar or wait to become eligible for absorption on higher post. However whatever may be circumstances the workman Shri Bhimji Harji Bihola appearing at serial No. 11 in the list approved by screening committee (Ext. 14) opted for the lower post for the present since there was no vacancy in the higher post of M.L. D. Undertaking given by the workman Ext. 13 dated 16-10-1989 is to the effect that I will not claim for any posting in higher post then Beldar in the work charge establishment in CPWD unless I became eligible for such post as per the rules and regulations of the department. It may be noted here that the rules and regulations of the department of CPWD at that time was not enabling the workman for the higher post of M. L. D for which he was quite eligible in view of his past experience of driving all kinds of vehicle heavy and midweight vehicles as he all along worked as motor lorry driver up to 16-10-1989 right from his engagement on muster roll from 27-8-1984. The workman was also possessing valid driving license as per Ext. 17. It is also admitted position the officer of the department of CPWD with whom the workman had performed the duty of driver never made any complaint against the workman or even had questioned regarding his ability of being eligible driver. It has also to be taken into consideration in view of such admitted position that the workman Shri Bhimji Harji Bihola was efficient motor lorry driver having valid license but even in the event he was accepting the lower post of work charge Beldar as per his undertaking dated 16-10-1989 and joining to the post from 17-10-1989. But his duty of a motor lorry driver had not come to an end, rather the management of first party was utilizing his service as motor/jeep driver even after 17-10-1989 and the 1st party had taken work of motor/jeep driver from 16-1-1992 and onward up to the year 26-9-1995 as per Ext. 15. So, the management of first party though was taking work of a driver from the workman was paying him the wages of the lower post of work charge Beldar. More so, as per further evidence of the workman at Ext. 39 it has come at para 2 in his affidavit that although on 16-10-1989 the first party took an undertaking from him, after that also he had worked as work charge motor lorry driver. His such evidence is corroborated by documentary evidence Ext. 15 produced by the first party. Further evidence of the workman at para 3 at Ext. 39 is that till today 5-6 drivers are working with the first party on the contract basis at various places like Gandhinagar, Ahmedabad, Rajkot and Baroda so the first party on contract basis takes the permanent nature of work and he has been deprived of the legal and constitutional right. At para 5 he further stated that undertaking dated 16-10-1989

is not given by him voluntarily and willingly. His further evidence is that he had qualified trade test for the post of M.L.D. driver conducted by the department and he is also possessing requisite driving license for driving heavy motor/lorry.

(13) It has been argued by the learned counsel appearing for the second party that such undertaking dated 16-10-1989 vide Ext. 13 cannot bind the workman Shri Bhimji Harji Bihola forever, because he had already passed the trade test of work charge motor lorry driver for higher post. He further argued that if there was no vacant post of M.L.D at the time of offer of appointment for the lower post of work charge Beldar, then the case of the workman ought to have been considered by the management of first party as and when the vacancy arose. In this regard it has been further argued that as per evidence of the workman at Ext. 39, 4 to 5 drivers on contract basis are driving the motor/jeep of the department of the first party that go to show that the vacancy of motor lorry driver exists but the management of first party has not filled up the vacancy and that when such vacancy had existing for the higher post of M.L.D then there remains no meaning of the undertaking dated 16-10-1989 (Ext. 13) to be treated as undertaking for life, rather on the existing vacancy of motor lorry driver the workman Shri Bhimji Harji Bihola ought to have been offered the higher post of M.L.D and the workman ought to have been regularised on the higher post, if not possible from 17-10-1989, then from the future date when the vacancy created/existed for the post of M.L.D in the department. On the other hand it has been argued by the learned counsel for the first party that when the petitioner was found fit for regularisation for the post of Beldar in the work charge establishment while working as motor lorry driver, the workman had exercised his option to accept the post of Beldar and so now he cannot claim for any higher post unless he became eligible for the same in the normal course. Such arguments advanced by the learned counsel appearing for the first party does not appear to be convincing because in the normal course under the rules of the department of CPWD the vacancy of M.L.D had arisen and without filling up the vacancy by permanent work charge M.L.D. the department was engaging driver on contract basis that clearly speaks volume that the vacancy subsequently arose but even then the management of first party in the garb of so called undertaking dated 16-10-1989 deprived the workman for the higher post of M.L.D for which he had worked right from 27-8-1984 to 16-10-1989 and the department of the first party had also utilised his service as motor lorry driver from 92 to 95 even offering him the lower post of Beldar from 17-10-1989. More so the office memorandum New Delhi dated 5-4-2005 as per Ext. 15/5 produced on behalf of the first party does not appear to have come as hurdle to the workman Shri Bhimji Harji Bihola in his claim for higher post of M.L.D. This office memorandum as to hiring of private vehicles from outside shall be limited to the

number of vehicles condemned and should be done with approval of Chief Engineer concerned. Moreover, said situation regarding survey reporting of old vehicles and replacement of condemned vehicles regarding has come up in the year April-2005 whereas the workman is agitating about his claim under the Industrial Dispute Act from before the order-1997 when dispute was referred for adjudication. More so, the first party itself recognized the performance of the workman even after offering the lower post of work charge Beldar and had taken work of motor lorry driver during interval of considerable long period from 1992 to 1995. There is not such evidence on behalf of the first party to rebut the evidence of the second party that vacancy in the higher post of M.L.D had not accrued since after acceptance of lower post of Beldar by the workman.

(14) After re-examining of matter afresh in view of the observation of the Hon'ble Court in the order dated 23-1-2006 passed in SCA 346/2002, I am of the considered view that the undertaking given by the workman Shri Bhimaji Harji Bihola is not for whole life rather the said undertaking is held to be conditional till the workman becomes eligible for the higher post because he had become eligible for the post of M.L.D and for his regularisation on that post after arising/creating the vacancy of the M.L.D in the department. More so, I further find and hold that the rules of the CPWD was not coming as obstacle that if the workman as per approval of the screening committee dated 27-9-1989 as per Ext. 14 had chosen to accept the post of Beldar, he will not be given offer of higher post in future. This issue is answered in affirmative in favour of the workman.

(15) ISSUE No. IV

In view of the findings given to issue No. III in the foregoing I further find and hold that the workman Shri Bhimji Harji Bihola is entitled for his regularisation to the post of work charge motor lorry driver from 16-1-1992 when in spite of offering him lower post of Beldar by the first party, the first party after his regularisation though in the lower post, had started taking the works of higher post of M.L.D but the workman was not paid the wages of higher post rather he was receiving the wages of the lower post of Beldar. I further find and hold that since there was no any vacancy in higher post of motor lorry driver w.e.f. 17-10-1989. So, the workman is not entitled for his regularisation as work charge motor lorry driver w.e.f. 17-10-1989, instead of workman is found entitled for the regularisation to the higher post of work charge motor lorry driver from 16-1-1992 as per Ext. 15. I further find and hold that the workman is entitled for the higher wages and post from 16-1-1992. This issue is decided accordingly in favour of the second party workman.

(16) ISSUE NO. I & II

In view of the findings given to Issue no. III and IV, in the foregoing further find and hold that the reference

is maintainable and the workman has valid cause of action. This reference is accordingly allowed in part on contest. No order as to any cost. The first parties are directed to regularise the workman Shri Bhimji Harji Bihola on the post of work charge lorry driver from 16-1-1992 and to pay the arrears of wages accruing to the workman to the post of work charge motor lorry driver from 16-1-1992. The first party are directed to comply with this order within 60 days of the publication of the award failing which the arrears of wages accrued to the workman from 16-1-1992 will carry interest as 9 % per annum.

This is my award.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 19 जून, 2012

का.आ. 2393.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बैंगलोर इन्टरनेशनल एयरपोर्ट बैंगलोर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण /श्रम न्यायलय बैंगलोर के पंचाट (संदर्भ संख्या 05/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-2012 को प्राप्त हुआ था।

[सं. एल-11012/2/2011-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 19th June, 2012

S.O. 2393.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 05/2012) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Bangalore International Airport Ltd. (Bangalore) and their workman, which was received by the Central Government on 4-6-2012.

[No. L-11012/2/2011-IR(M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 18th May, 2012

Present : Shri S. N. Navalgund,
Presiding Officer

C.R. No. 5/2012

I Party

Sh. M Jayakumar,
S/o Sh. M Murugesan,
No. 15, Sree Sai Nivas,
Manjunatha Layout,
Post- Virgonagar,
Seegehalli,
BANGALORE - 560 049.

II Party

The Vice-President (HR),
Bangalore International Airport
Limited, Administrative Building
Devanahalli,
BANGALORE - 560 300.

Appearances

I Party : Self

II Party : Shri A R Apte
Senior Manager (Legal)

AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of Sub-section (1) and Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L- 11012/2/2011-IR(M) dated 27-2-2012 for adjudication on the following schedule:

SCHEDULE

"Whether the workmen of the management of Bangalore International Airport Limited, Bangalore in terminating the services of Shri M. Jayakumar, Ex-supervisor (Rescue and Fire Fighting) from the services vide order dated 6-8-2009 is legal and justified? what relief the workman is entitled to?"

2. Pursuant to the notices issued to both the sides to appear on 9-4-2012, Sh. A R Apte, Senior Manager (Legal) for II Party appeared and presented a Joint Memo which was signed by Vice President, Human Resources, Bangalore International Airport Limited, Bangalore for II Party alone and place left for signature of the I party was blank. Since on the said Joint Memo the signature of the I party was absent he was directed to bring the I party to get his signature and confirmation of contents of the Joint Memo on 17-5-2012.

On 17-5-2012 Sh. A R Apte, Senior Manager (Legal) did appear and submitted that he could not contact the I party to bring him before this court, but in the meanwhile the I party himself had forwarded his Memo through post received by this Court on 4-5-2012 wherein he has reiterated the contents of the Joint Memo filed for the Management dated 9-4-2012. In both the Memos it has been stated that the matter has been amicably settled between the parties before the Assistant Labour Commissioner (Central), Bangalore on 6-9-2011 wherein it has been agreed that I party to receive an amount of 1,25,000.00 towards full and final settlement of all his dues and accordingly, a cheque has been given to him thereby dispute being amicably settled before the Assistant Labour Commissioner (Central), Bangalore by the parties and they have also acted upon the said settlement, the reference does not survive for consideration. Accordingly, the reference is rejected being amicably settled by the parties before the Assistant Labour Commissioner (Central), Bangalore.

S. N. NAVALGUND, Presiding Officer

नई दिल्ली, 19 जून, 2012

का.आ. 2394.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स कुद्रमुख आयरन ओर कम्पनी लिमिटेड, कुद्रमुख के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलोर के पंचाट (संदर्भ संख्या 99/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2012 को प्राप्त हुआ था।

[सं. एल-26012/7/98-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 19th June, 2012

S.O. 2394.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 99/1998) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Kudremukh Iron Ore Company Ltd., (Kudremukh) and their workman, which was received by the Central Government on 1-6-2012.

[No. L-26012/7/98-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated 19th April, 2012

Present : Shri S. N. Navalgund, Presiding Officer

C. R. No. 99/1998

I Party

Smt. B. S. Jyothi Ramesh,
FD-4, HAL Township,
Opp. HAL, Staff College,
Virmanapura P. O.
Bangalore - 560 017.

II Party

The Dy. General Manager,
Kudremukh Iron
Ore Company Ltd.
Kudremukh-577142

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and Sub section-2A of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) has referred this dispute vide order No. L- 26012/7/98-IR(M) dated 26-11-1998 for adjudication on the following Schedule :

SCHEDULE

"Whether the action of the management of Kudremukh Iron Ore company Ltd, Kudremukh in

discharging the services of Smt. B.S. Jyothi Ramesh, Ex-Technical Assistant Grade II, Kudremukh Iron Ore Company Ltd. is justified? If not, to what relief the said employee is entitled? "

2. Smt. B.S. Jyothi Ramesh (hereinafter referred as the first party) while working as Technical Assistant Grade-II in the Process Control Laboratory of M/s Kudremukh Iron Ore Company Ltd. Kudremukh (hereinafter referred as second party) was served with charge sheet dated 12-10-1996 as under :

Charge Sheet

The undersigned proposes to hold an enquiry against you. The substance of the imputations of misconducts as per Clause Nos.34(1) & 34(57) of the certified Standing Orders of the company under which the enquiry is proposed to be held is set out in the enclosed statement of articles of charge (Annexure-A). A list of documents by which and a list of witnesses by whom the articles of charge are proposed to be sustained is also enclosed (Annexure-B).

You are hereby directed to submit in writing through proper channel a statement of defence to the undersigned within 7 days from the date of receipt of this charge sheet.

You are informed that an enquiry will be held only in respect of those articles of charge which are not admitted. You should, therefore, specifically admit or deny such articles of charge.

You are further informed that in the event of your failure to submit a statement of defence within the time specified in para 2 above, it will be presumed that you have no defence to offer and the enquiry committee will hold the enquiry against you *ex parte*.

Statement of Articles of Charge

You were sanctioned leave from 25-5-1996 to 24-8-1996 for the reasons of your family problems and you were due to report for duty on 26-8-1996 (25-8-1996 being Sunday). Instead, a letter dated 17-8-96 was received from you for extension of leave upto 30-9-96 for attending to certain family requirements and also for setting up your family at Bangalore. The extension of leave was not sanctioned and vide telegram No.KIOCL/PC/398 dated 24-8-1996 you were advised to report for duty immediately due to exigency of work. A telegram and a letter dated 31-8-1996 along with a medical certificate issued by Sr. Medical Officer, KGS Dispensary, Vidhana Soudha, Bangalore was received from you on 2-9-96 stating that you were unable to attend duty on health conditions. In reply to your above a telegram was sent dated 5-9-96 and also followed by a letter vide No.PERS/SM(PC)/01/4135/818 dated 7/10-9-96

stating that no further extension of leave can be granted and advising you to report for medical examination/duty positively on 24-9-96. You indicated your inability to attend duty vide telegram dated 23-9-96 followed by a letter dated 27-9-96 asking for extension of leave for the same reasons as indicated above. However, since you continued to remain absent without sanction and sending telegrams and letters for extension of leave. Vide telegram dated 23-9-96 and letter No. PERS/SM/PC/01/4133/865 dated 26-9-1996, you were advised to report for medical examination/duty latest by 5-10-2006. In spite of the communications made to you as indicated above, again you sent a letter dated 27-9-96 along with a Medical certificate issued by the same Doctor mentioned above for extension of leave under medical grounds upto 22-10-1996.

From the above, it is observed that you have been requesting for extension of leave from 26-8-96, initially on family grounds and subsequently on health grounds and you are not available for work from 26-8-1996 onwards till date. Your above unauthorized absence has caused dislocation of work in the department.

The above acts on your part constitute misconduct under the following clauses of the Company's Standing Orders:—

34(1)“.... Wilful..... absence from duty without sufficient cause”

34(57) “Commission of any act subversive of discipline or good behaviour”.

3. Consequent to the receipt of the said charge sheet the first party gave a reply dated 23-10-1996 as under:—

“I am rather highly shocked at the above referred charge sheet which I received on 18-10-96. I request you to kindly peruse my following explanations which I hope will be convincing to you.

You are kindly aware, I sought for the leave under my inevitable health conditions which was also duly supported by Govt. Doctor's certificate. The health condition was such that I was not in a position to travel and report to CMO, Kudremukh. Under these circumstances and since I have sent the Govt. doctor's certificate, I request that I may not be insisted to appear before CMO, Kudremukh. In my letter dated 17-8-96 I had explained to you about my family requirements to request you for the transfer to the Bangalore office. But I had sought for the leave on account of health conditions. In view of this, I may kindly be not mistaken for willfully absents from the work and also causing indiscipline. I request you to kindly excuse me for the inconvenience being caused under my inevitable conditions. You are kindly aware that after I joined

KIOCL as JTA-II during 1988, I have been bestowed with two promotions raising me as TA-II in recognition of my sincerity and honesty in service. Further I have always been a disciplined and obedient employee throughout my services with KIOCL during the last 8 ½ years and also with M/s. MPM Ltd for about 6 years. Now this situation of remaining absent under inevitable health conditions that too with proper communication to you duly supported by the certificate from the Govt. doctor should not be viewed to be against discipline. Further, in view of the leave granted to me upto 23-9-96 as per your letter No. PERS/SM(PC)/01/4135/818 dated 7/10-9-96 and further upto 5-10-96 as per your letter No. PERS/SM(PC)/01/4135/865 dated 26-9-1996. I cannot be deemed to be on unauthorized absence from 26-8-1996 itself.

Further as you are also kindly aware, both myself and my husband have always shown utmost honesty and integrity in all walks of life. My husband who also served KIOCL for about 15 years has contributed his best for all the requirements of the company viz. the workmen's strike during 1985, Lakya dam crisis during 1992 etc. and I have also supported him to my best during all such requirements. In view of the above, I humbly submit that both the charges levelled in the charge sheet are not applicable to me. Hence I humbly request you to kindly withdraw the charge sheet and regularize the leave upto 22-10-1996 under medical grounds which has been duly supported by the certificate from the Govt. doctor, in order to meet the ends of justice, for which I shall be very grateful. Further, as I am still severely not feeling well, I have also enclosed herewith an another leave application for the leave upto 22-11-1996 along with the Govt. doctor's certificate. I request you to kindly sanction the same also. I hereby assure you that I shall report for the duty on the expiry of this extended leave. The delay in the reaching of this reply to you which is on account of the strike by the P&T department may kindly be condoned.

I hope that you will kindly find the above explanations to be convincing and I shall be eagerly awaiting a favourable communication from you in this regard.”

4. The Disciplinary Authority being not satisfied with the said explanation by office order dated 5-11-1996 appointed Shri J. Somesha, Manager (Personnel) as Enquiry Officer and initiated the Disciplinary enquiry.

5. The Enquiry officer issued notice to the first party to appear for enquiry on 7-12-1996 at 9.00 am at the office of Sr. Manager (PC), Kudremukh through registered letter dated 25-11-1996 and in spite of service of the same the first party since did not appear before him so in order to

give her one more opportunity postponed the enquiry to 14-12-1996 at 9 AM and communicated the same to her through registered post dated 7-12-1996, but she did not appear even on that day and inspite of that to give her one more opportunity he postponed the enquiry to 21-12-1996 and communicated the same through telegram dated 14-12-1996 as well as registered post acknowledgement due and inspite of service of that communication even on 21-12-1996 since she did not appear before him he placed her exparte and after the management representative produced Shri H.G. Venkatesh, Staff No.3373-2, Assistant Grade-1 of Finance & Accounts Department as witness while examining him as PW1 and exhibiting the following documents tendered through him i.e. the Copy of leave application sanctioning leave from 25-5-1996 to 24-8-1996; Copy of letter dated 17-8-1996 from Smt. B.S. Jyothi Ramesh Addressed to Sr.Manager (PC) requesting extension of leave upto 30-9-2008; Copy of telegram No. KIOCL/PC/398 dated 24-8-1996 sent to Smt. B. S. Jyothi Ramesh intimating that extension of leave not granted due to exigency of work; Copy of telegram dated 31-8-1996 received from Smt. B. S. Jyothi Ramesh addressed to Sr.Manager (PC) information that due to health condition unable to attend duty enclosing herewith a Medical Certificate issued by Sr. Medical Officer, KGS Vidhana Soudha, Bangalore; Copy of telegram dated 5-9-1996 sent to Smt. B.S. Jyothi Ramesh intimating that no further extension can be granted and advised to report for medical examination at Kudremukh and report for duty; Ltr.No.Pers/SM(PC)/01/4135/818 dated 7/10/9-96 to Smt. B.S. Jyothi Ramesh intimating that no further extension can be granted and advised to report for medical examination at Kudremukh and report for duty; Copies of telegram and letter dated 23-9-2006 received from Smt. B.S. Jyothi Ramesh asking for extension of leave on medical grounds; Copy of telegram dated 26-9-96 addressed to Smt. B.S. Jyothi Ramesh advising her to report for medical examination and report for duty; Copy of letter No.Pers/SM(PC)/01/4135/865 dated 26-9-96 sent to Smt. B.S. Jyothi Ramesh advising her to report for duty latest by 5-10-1996; Copy of letter dated 27-9-96 along with a medical certificate received from Smt.B.S. Jyothi Ramesh requesting extension of leave upto 22-10-1996 on medical grounds; Charge sheet No.Pers/SM(PC)4135/1047 dated 12-10-1996.; Explanation dated 23-10-1996 submitted to above referred Charge Sheet along with leave application for 31 days from 23-10-1996 along with Medical Certificate; Telegram dated 4-11-1996 intimating that the leave has not been sanctioned; Office Order No.Pers/SM(PC)/4135 constituting enquiry committee; Letter No.Pers/01/4135/1227 dated 25-11-1996 intimating the date of enquiry on 7-12-1996; Letter dated 23-11-1996 enclosing medical certificate and leave application upto 6-1-1997; Telegram dated 23-11-1996 intimating that the leave has not been sanctioned and advising her to appear before enquiry committee; Letter dated 30-11-1996 sent by Smt.B.S.J. Ramesh to the enquiry Officer; Letter dated 7-12-1996 sent

to Smt. BSJ. Ramesh; Acknowledgement of letter dated 7-12-1996; letter dated 14-12-96 advising her to appear before the enquiry committee on 21-12-1996; Acknowledgement of letter dated 14-12-1996; Letter dated 21-12-1996 sent by Smt. B.S.J. Ramesh to Enquiry Officer; Letter dated 21-12-1996 sent to Smt. B.S.J. Ramesh advising her to appear before enquiry committee on 28-12-1996; Acknowledgment of letter dated 21-12-1996; Letter dated 28-12-1996 advising Smt. B.S.J. Ramesh to appear before enquiry committee on 4-1-1997; Vigilance Report: Acknowledgment of letter dated 24-8-1996; Acknowledgement of letter dated 7/10-9-1996; Acknowledgement of letter dated 25-9-96; Acknowledgement of letter dated 5-11-1996; Acknowledgement of letter dated 7-12-1996 as Ex.1 to 32 and attendance extract and absentee report for the charge sheeted period produced by PW1 as Ex.33 he concluded the enquiry and submitted his finding to the Disciplinary Authority dated 18-1-1997 holding that the charge Smt. Jyothi Ramesh remaining absent from duty unauthorisedly w.e.f. 26-8-1996 to till the date of enquiry being proved. Thereafter the disciplinary authority forwarded the copy of the enquiry finding along with his letter dated 18-1-1997 and thereafter by letter dated 22-1-1997 called upon her to give a representation on the findings of the enquiry officer within 7 days from the date of service of the letter and as she submitted her reply dated 'nil' received by the second party office on 3-2-1997, he wrote a letter to first party dated 3-2-1997 intimating that after giving several opportunities to her the enquiry officer having placed her exparte and proceeded with the enquiry there is no reason to reopen the enquiry and to afford her opportunity to participate in the enquiry. After several correspondences between them he ultimately affording an opportunity of personal hearing and when the same was not availed by her, he passed the impugned order of discharge from service dated 31-3-1997 and communicated the same to her. On appeal by the first party to the Chairman-Cum-Managing Director dated 25-4-1997 the said Appellate Authority after giving a personal hearing to the first party by his order dated 21-8-1997 upheld the order of discharge passed by the Disciplinary Authority and communicated the same to her. Being aggrieved by the said enquiry finding punishment imposed by the Disciplinary Authority affirmed by the appellate authority the first party moved to the Assistant Labour Commissioner (Central) Mangalore and the said ALC on submitting the failure report the Central Government made this reference for adjudication.

6. This tribunal on receipt of the reference when caused notice to both sides, both sides entered their appearance through their respective advocates and the first party filed Claim Statement on 26-3-1999 and the second party filed counter statement on 4-6-1999 respectively.

7. Having regard to certain allegations made by the first party in her claim statement touching the fairness of the domestic enquiry while framing an issue "whether the domestic enquiry conducted against the first party by the second party is fair and proper?" while receiving the evidence of Shri Jayadevaiah, (mention his designation) as MW1 and exhibiting seven documents viz. the copy of the charge sheet issued to the first party dated 12-10-1996; copy of the office order dated 5-11-1996 appointing Shri J. Somesha as Enquiry Officer; letter dated 19-11-1996 appointing Shri G.S. Sardesai, as the Presenting Officer; Proceedings of enquiry; findings of the enquiry officer dated 18-1-1997; Appeal of first party dated 25-6-1997 and letter dated 14-7-1997 addressed to the first party by the General Manager regarding return of her appeal dated 25-4-97 and 25-6-97 as Ex.M1 to M7 for the management and of the first party examined as WW1, my learned Predecessor by his order dated 15-10-2001 held the enquiry being fair and proper. After answering the Preliminary issue touching the fairness of the Domestic Enquiry in favour of the second party my learned Predecessor while receiving further evidence of first party (WW1) on victimization and exhibiting copy of her leave application for the period 25-5-1996 to 24-8-1996 as Ex. W1 and rebuttal evidence of management addressed through Shri G.V. Srinath as MW2 and exhibiting annexure I & II showing the details of action taken against the cases of unauthorized absence from duty from the year 1996 to 2001 as Ex.M8, hearing the arguments of the learned advocates appearing for both sides by award dated 11-1-2002 without disturbing the enquiry finding and holding that there was no victimization modified the order of discharge into one of termination from service w.e.f. the date of discharge from the service. When the said award was challenged by the first party before the Hon'ble High Court of Karnataka in Writ Petition No.45093/2002 the Hon'ble High Court while observing that in the said award Ex.6 and Ex.9 having not been considered at all and reconsideration of the matter afresh is necessary set aside the award and remitted back the matter to this tribunal for fresh disposal.

8. After remand by the Hon'ble High Court the presence of both sides was secured and were called upon to address their arguments. The learned advocate appearing for the second party filed the written arguments supporting the enquiry finding, punishment imposed by the Disciplinary Authority upheld by the Appellate Authority. Whereas the learned advocate appearing for the first party submitted his oral arguments drawing my attention to the charge sheet at Ex. M11 & Ex. 6 marked in the Domestic Enquiry urged that though leave was granted to the first party till 23-9-1996 in the charge unauthorized absence was alleged from 26-8-1996 and finding is also being given to that effect by the enquiry officer it is apparently wrong as such the enquiry finding is not sustainable and the order of punishment imposed by the

Disciplinary Authority on such enquiry finding also being not sustainable consequently the order of the Appellate Authority confirming the order of the Disciplinary Authority also required to be set aside and thus urged to allow the reference and to order for reinstatement of the first party in the service of the second party with all consequential benefits.

9. Since as already adverted to by me above, the finding of this tribunal that the Domestic Enquiry conducted by the second party against the first party being fair and proper the points that arises for my consideration are—

- (i) Whether the findings of the enquiry officer that the first party unauthorisedly remained absent from duty from 26-8-1996 is proved is perverse?
- (ii) Whether the punishment imposed by the Disciplinary Authority and upheld by the Appellate Authority is disproportionate to the proved charge?
- (iii) What Order?

10. On appreciation of the pleadings touching the merits of the findings of the enquiry officer with the evidence placed on record before the enquiry officer by the management, the report of the enquiry officer in the light of the arguments put forward before me my finding on points Nos.(i) &(ii) are in the 'Negative' and point No.(iii) as per the final award for the following reasons:

Reasons:

11. There is no dispute that the first party getting leave sanctioned from 25-5-1996 to 24-8-1996 on family problems and she was expected to report to duty on 26-8-1996 (25-8-1996 being Sunday) but before that since she had addressed a letter dated 17-8-1996 seeking extension of leave upto 30-9-1996 for attending to certain family requirements and also for setting up her family at Bangalore, she was informed by telegram dated 24-8-1996 (Ex. 3) to report for duty immediately intimating that she has not been sanctioned leave. Thereafter the first party besides sending another telegram addressed a letter dated 31-8-1996 along with a medical certificate issued by the Sr. Medical Officer, KGS Dispensary, Vidhana Soudha, Bangalore which was received by the second party on 2-9-1996 and in reply to that telegram and letter the letter at Ex. 6 referred to by the learned advocate appearing for the first party to show that she was granted leave up to 23-9-1996 was written. But with due respect to the learned advocate appearing for the first party that from the entire reading of Ex. 6 it cannot be said that the leave was granted to her up to 23-9-1996. This letter referred to by him reads as under:

"This has reference to your Telegram and letter dated 31-8-1996 intimating that you are unable to report for duty immediately under health conditions enclosing therein a Medical certificate.

It may please be noted that your request for extension of leave on medical grounds upto 23-9-1996 has been considered as a Special case and under no circumstances further extension of leave will be granted to you. You are, therefore, hereby advised to report after expiry of the extended leave to Chief Medical Officer, Kudremukh and join your duty along with the Fitness Certificate. It may also please be noted that if you do not report for duty positively on 24-9-1996 your absence from duty will be treated as 'UNAUTHORISED ABSENCE' from duty and suitable action as deemed fit under the provision of the Company's Standing Orders/rules will be initiated against you.

With regard to your request for your transfer to Bangalore, you may please refer to letter dated 24th August, 1996 of GM (PP&S) sent to Shri K. S. Ramesh, Chief Manager (Finance) (your husband) wherein it has been clearly intimated that presently your request for transfer to Bangalore office cannot be acceded to".

12. On plain reading of the above letter addressed to the first party dated 7/10-9-1996 by the Sr. Manager (Pros. Control) it is clear that with reference to first party's telegram and letter dated 31-8-1996 intimating that she is unable to report for duty immediately under health conditions it was informed to her that she may please note that her request for extension of leave on medical ground up to 23-9-1996 has been considered as a special case and under no circumstances further extension of leave will be granted to her and that she is advised to report after expiry of the same to the Chief Medical Officer, Kudremukh and join her duty along with the fitness certificate and if she fails to report for duty positively on 24-9-1996 her absence from duty will be treated as 'unauthorized absence' and suitable action as deemed fit under the provision of company's Standing Orders/rules will be initiated against her. In this letter it is also intimated to her that her request for transfer to Bangalore cannot be accepted. Thus it is very clear from the reading of this entire letter that she was not granted leave but she was directed to appear immediately after the period covered in her letter to the Chief Medical Officer, Kudremukh and join duty along with the fitness certificate. Since admittedly she failed to comply with the mandate of this letter the arguments of the learned advocate appearing for her that she was granted leave up to 23-9-1996 as such the finding of the enquiry officer the charge that she remained absent from 26-8-1996 is proved perverse cannot be accepted. Since the first party who was holding the responsible post in the second party's organization remained absent without getting further leave sanctioned after expiry of the sanctioned leave from 25-5-1996 to 24-8-1996 as well as failed to comply the mandate of the letter addressed to her as a reply to her application for extension of leave, the finding of the enquiry officer the charge that she remained unauthorisedly

absent from 26-8-1996 the date on which she was expected to report after expiry of the leave got sanctioned by her cannot be said to be perverse looking from any angle. Therefore, absolutely I find no reason to say the finding of the enquiry officer being perverse. Since the first party inspite of giving an opportunity on her application for extension of leave on health ground to appear before the Chief Medical Officer, Kudremukh immediately after the expiry of extension of leave sought for by her for the period from 25-8-1996 to 23-9-1996, it is a grave misconduct on the part of the first party as such the punishment imposed by the Disciplinary Authority discharging her from service cannot be said to be disproportionate for any reason. Under the circumstances I find no reason to interfere either in the finding of the enquiry officer or the punishment of discharge imposed by the Disciplinary Authority upheld by the Appellate Authority. Thus having arrived at the conclusion of rejecting the reference I pass the following award.

AWARD

The reference is rejected holding that the action of the management of Kudremukh Iron Ore Company Ltd, Kudremukh in discharging the services of Smt. B.S. Jyothi Ramesh, Ex-technical Assistant-Grade II, Kudremukh Iron Ore Company Ltd. is justified and he is not entitle for any relief.

S. N. NAVALGUNDI, Presiding Officer

नई दिल्ली, 19 जून, 2012

का.आ. 2395.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स महाराष्ट्र स्टेट माइनिंग कॉर्पोरेशन लिमिटेड, नागपुर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 17/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2012 को प्राप्त हुआ था।

[सं. एल-29011/9/99-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 19th June, 2012

S.O. 2395.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 17/2007) of the Central Government Industrial Tribunal/Labour Court, Nagpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. Maharashtra State Mining Corporation Ltd., Nagpur and their workmen, which was received by the Central Government on 1-6-2012.

[No. 1-29011/9/99-IR(M)]

JOHAN TOPNO, Under Secy.

APPENDIX**BEFORE SHRI J. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR****Case No. CGIT/NCP/17/2007****Date: 01-05-2012****Party No. 1**

The Asst. Manager (P&A)
Maharashtra State Mining Corporation Ltd.,
3rd Floor, Udyog Bhavan,
Civil Lines,
Nagpur - 440001.

Versus**Party No. 2**

The Secretary,
Maharashtra Rajya Khadan Karmachari Sangh,
Pohra Branch, At & PO: Pohra,
Distt. Bhandara, (M. S.)

AWARD**(Dated : 1st May, 2012)**

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of Maharashtra State Mining Corpn. Ltd. and their workmen, Shri R.R. Raut and seven others, for adjudication, to CGIT-cum-Labour Court, Jabalpur as per letter No. I-29011/9/99-IR (M) dated 12-07-1999, with the following schedule:-

"Whether the action of the management of Maharashtra State Mining Corporation Ltd., Nagpur, in not regularizing Shri R.R. Raut, Driver and 7 others is legal and justified? If not, to what relief is the said workmen entitled and from what date?"

Subsequently, the case was transferred to this Tribunal for adjudication in accordance with law.

Name of the workmen involved in the dispute

1. Shri R.R. Raut
2. Shri R.R. Venketeshwar
3. Shri Vishnu Madankar
4. Shri Tularam Deshmukh
5. Shri Yaswan Nirwan
6. Shri Bharat Gond
7. Shri Shiv Kumar Khandekar
8. Shri Abhay Kumar Balamure

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the union, "Maharashtra Rajya

Khadan Karmachari Sangh", filed the statement of claim on behalf of the eight workmen, ("the workmen" in short), and the management of the Maharashtra State Mining Corporation Limited ("Party No.1" in short) filed its written statement.

At the outset, it is necessary to mention here that the reference was made by the Central Government adjudication of the Industrial dispute regarding regularization of eight workmen including Shri R.R. Raut and Shri Abhay Kumar Nirmaljee Balmure, as per the list furnished with the reference. The union, "Maharashtra Rajya Khadan Karmachari Sangh, Pohra Branch", had filed the statement of claim on behalf of the eight workmen pleading inter-alia that the eight workmen have been working since 1983 continuously on consolidated salary, at Pohra Sillimanite Mines situated in Bhandara District and as per the Standing Orders and tradition of Party no. 1, after completion of five years of service, party no. 1 was bound to give regular posts with regular pay scale to the workmen, but though the workmen have been working since last fifteen years, they have not been regularized by party no. 1, inspite of having number of vacant posts of driver and clerk and the nature of the work performed by the workman are similar to that of the regular employee and the eight workmen posses the required qualification and eligibility like the regular employees of party no. 1 and the party no. 1 had also regularized some workmen, who were on consolidated pay scale, after their completion of five years service and as such, the action of the party no. 1 in not regularising the eight workmen is illegal and unjustified and the said workmen are entitled for regularization in service with grant of regular pay scale from the date of their eligibility for the regular posts.

3. Subsequently, the workman, Shri Abhay Kumar Nirmaljee Balamure filed a separate statement of claim in his individual capacity. The case of the workman, Abhaya Kumar as presented in his statement of claim is that he passed two years course in electrician trade from I.T.I, Gondia in first division in the year 1983 and he was appointed as an electrician on daily wages, but on consolidated pay with party no. 1 on 17-11-1983 and posted at Pohra Mines and there was an agreement between the party no.1 and the representatives of the employees (Maharashtra State Mining Corporation Employees Union) on 30-09-1981 and as per clause 8 of the said agreement, it was agreed that, "daily wages peons at the head office shall be considered for appointment on time scale pay applicable to peons after completion of 5 years as daily wage workman." It is further pleaded by the workman, Abhay Kumar that Shri R.R. Raut, Shri V.Z. Iswarkar, and Shri V. D. Madankar, drivers and he himself were appointed together in November, 1983 on daily wages (same consolidated pay) and all four of them were equal in salary, position and status, but the party no. 1 regularized the three drivers on 30-05-2000, leaving him alone even

though, he was senior to the said three drivers and such action of party no. 1 amounts to discrimination and violation of articles 14 and 16 of the Constitution and also violates clause 8 of the agreement and he has been kept on daily wages since the last 18 years, which is wrong, unjust and illegal and his services should have been regularized alongwith regularisation of the said drivers. The workman, Abhay Kumar has prayed to regularize his services from the date of completion of five years of service and payment of regular pay scale with arrears from November 1988.

4. The party no. 1 has filed its written statement admitting the engagement of the eight workmen on daily wages basis on consolidated pay, but has pleaded inter-alia that after completion of five years of service, it (corporation) is not bound to give regular pay scales to the persons working with it and regularization is not a matter of right in respect of the workmen and the consolidated salary paid to the workmen is more than the minimum wages statutorily required to be paid to such workmen and the allegations regarding non-regularization of the workmen intentionally despite availability of vacancies of posts of driver and clerk are not correct and after completion of five years of service, regularization is not automatic. The further case of the party no. 1 is that it is a cent per cent owned public undertaking of the State Government of Maharashtra and when it was started, its condition was satisfactory and it also made profits in its beginning years and its financial condition went on from bad to worse in subsequent years and its present position is such that it is in total loss and its activities have come to a standstill and it is now merely feeding the staff without their being any substantial income and the entire payment is made by the State Government from its public funds for meeting the salary expenditure and as it is a fully owned state undertaking, sanction of the state for posts in a particular cadre is a sine qua non for appointing any employee and in the year 1986-87, there were total 17 posts of drivers on regular scale and during the year 1988-1989, there were four drivers on consolidated salary, who were regularized in regular pay scale on account of their full filling the prescribed conditions and during 1988-89, Shri N.T. Gole, driver on regular pay scale was re-mustered as clerk-cum-typist and out of 17 sanctioned post of drivers, 16 posts of driver were regularized in 1988-89 and one post of driver was vacant and in pursuance to Government Resolution dated 13-06-1995 with counter comments dated 15-05-1998 of the management, the post of driver falling vacant due to re-musterisation of Shri Gole lapsed, as at that relevant time, there was no incumbent amongst drivers on consolidated salary, who had completed five years of service as drivers and in this state of affairs, ultimately in March, 1992, the Government of Maharashtra decided to wind up the corporation due to recurring losses, but closure actually could not be effected

because Marathwada Development Corporation obtained stay from the Hon'ble Bombay High Court, Aurangabad branch against the decision of the Government to close down public sector undertakings including Maharashtra State Mining Corporation and in view of such positions, decision was taken by it to after voluntary retirement scheme to the employees and about 278 workers took the benefit of the said scheme, as a result of which, burden of salary was lessened to a considerable extent, but still it is suffering severe losses and by order dated 30-05-2000, Shri R.R. Raut and five others were regularized with regular pay scale w.e.f. 01.06.2000 due to availability of vacancies and thus, the grievance of the applicants does not survive and the rest of employees are not regularized and they are still on consolidated salary because there is no vacancy and mere completion of five years service is not enough to regularize an employee and to pay regular scale of pay and the availability of post and financial condition of the company will have to be considered for consideration or regularization of the employees and as such the reference is required to be dropped.

5. In his rejoinder, the workman, Abhay Kumar has pleaded that the party no. 1 has already regularized six persons out of seven and only leaving him alone and the party no. 1 by letter dated 23-03-1987 addressed to the Mine Manager had intimated to consider his case for regularization after completion of five years of service and party no. 1 had also given a reply stating that as there was no post, his case for regularization could not be considered, but party no. 1 had published an advertisement on 28-01-1978 for four posts of operator-cum-electrician and though the party no. 1 is taking work from him since the last 23 years, still then he has not been regularized as an electrician.

6. The party no. 1 has filed its written statement in the form of rejoinder in answer to the statement of claim and rejoinder of the workman, Abhay Kumar, pleadings there in that the conditions of regularization of other employees are not applicable to the workman, Abhay Kumar and the post of electrician is not sanctioned and post of electrician comes under skilled category, as per serial no. 23 of the list of classification of workers and unless the post is sanctioned, the workman, Abhay Kumar has no right to seek regularization and the said workman is working in skilled category and the consolidated salary paid to him is more than the wages of skilled category as declared by the Government of India and the workman is not entitled to regularization and regular pay scale, unless the post of electrician is approved/sanctioned/vacant and the other six workmen were regularized as vehicle drivers on regular pay scale, because such posts were created and the workman, Abhay Kumar is claiming regularization in the post of electrician, which is not sanctioned and he cannot compare himself with the regular employees and the letter dated 23-03-1987 does not apply to the workman.

Abhay Kumar, as the post of electrician is not created/sanctioned or vacant and the advertisement was published in the year 1974 for the post of operator-cum-electrician for Silica sand and Kinetic mining project at Ratnagiri and Bhandara district, but no interview was held and therefore, post of operator-cum-electrician was automatically lapsed and such post was not in existence and no injustice was caused to workman, Abhay Kumar and there is no breach of Articles 14 and 16 of the Constitution of India and there is a ban for creation of post vide GR. No. VGT 2585/ Cr-5 Res-5 dated 13-05-1985 and as it is running in loss, it is not in a position to create new post on regular pay scale and the workman, Abhay is not entitled to any relief.

7. At this juncture, it is necessary to mention that now the reference is contested only by workman, Abhay Kumar.

8. It is necessary to mention here that neither the party no. 1 nor anybody else in its behalf appeared in the case since 16-10-2008. The workman, Abhay Kumar had filed his evidence on affidavit. In spite of numerous adjournments, as none appeared on behalf of the party no. 1 to cross-examine the workman, as per order dated 05-10-2010, "no cross order" in respect of the evidence of workman was passed.

It is also necessary to mention here that as the workman, Abhay Kumar on 02-12-2010 informed the Tribunal about the death of the advocate appearing for party no.1, notice by Registered post with acknowledgement due was sent to party no. 1 for taking part in the reference. In response to such notice, Shri P.J. Tembhare, the management representative appeared on 19-04-2011 and prayed for time to engage advocate and such prayer was granted and the case was adjourned to 09-06-2011. However, on 09-06-2011 or thereafter, none appeared on behalf of the party no. 1 to take part in the case. No step was also been taken by the party no. 1 on 09-06-2011, 14-07-2011 and 08-09-2011, to which dates the case was adjourned, so as per orders dated 08-09-2011, evidence from the side of the management was closed. The party no. 1 also did not appear in the case on 11-10-2011, 20-12-2011 and 15-02-2012, to which dates the case was adjourned for hearing of argument on merit of the case. On 15-02-2012, order was passed to proceed with the case ex-parte against the party no. 1.

9. The workman, Abhay Kumar in his evidence has reiterated the facts mentioned in the statement of claim. His evidence has not been challenged as there was no cross-examination.

10. In the argument, it was submitted by the learned advocate for the workman, Abhay Kumar that in view of the agreement dated 03-09-1981, the workman, Abhay was entitled for regular post of electrician and regular pay scale on completion of 5 years of service on consolidated pay

and Mr. Ishwarkar. Mr. R.R. Raut and Mr. Madankar, who were working as drivers with party no. 1 on consolidated pay and who were appointed alongwith the workman at the same time were regularized w.e.f. 30-05-2000, but the workman, Abhay was not regularized and such action of party no. 1 is wrong, unjust and illegal and against the mandate of the Constitution and as party no. 1 gave approval for consolidated salary of Rs. 600-10-700 to the workman, Abhay vide letter dated 11-07-1988 and in view of the advertisement dated 28-07-1978 given by party no. 1 for four posts of operator-cum-electrician, it can be held that the post of electrician is a regular and sanctioned post and as the evidence of the workman has not been challenged and no evidence has been adduced by party no. 1, the workman, Abhay is entitled for regularization in service Since November, 1988 along with all other since consequential benefits.

11. It is well settled that when a party challenges the legality of an action, the burden lies upon him to prove the illegality of the action and it is imperative for him to produce evidence to prove his case. So, keeping in view, such settled principles of law, now, it is to be considered as to whether the workman, Abhay is entitled for regularization in service with regular pay scale as claimed by him.

12. So far the claim of the workman, Abhay Kumar regarding his appointment on daily wages but on consolidated monthly salary as electrician w.e.f. 17-11-1983 and his continuance as such has not been disputed by the party no. 1. However, is the case of party no. 1 that the workman, Abhay has not yet been regularized as there is no sanctioned post of electrician and there is bar for creation of post as per the notification of the Central Government and mere completion of five years of service cannot give any right to the workman for claiming regularization and the case of Abhay Kumar cannot be equated with the other workmen, who have been regularized in service by it, as they were drivers and their regularization was made due to availability of posts of drivers, whereas, the claim of Abhay Kumar is for regularization as an electrician and there is no sanctioned post of electrician and for that he has not been regularized.

13. The claim of workman, Abhay is first based on clause 8 of the agreement dated 03.09.1981. The so called agreement dated 03.09.1981 has been filed as annexure-4 by the workman alongwith the statement of claim filed by him individually. On perusal of annexure-4, it is found that the same is a copy of the minutes of the meeting held between the Government of Maharashtra State Mining Corporation and the representative of the employees represented by Maharashtra Mining Corporation employees union and is not an agreement Clause-8 of the said minutes reads as follows :—

8. Regulation of daily wage workman :—

"It was agreed by the management to give an increase of Rs.1 to the daily wage peons at head office with effect from 1st August, 1981 and the same shall be reviewed in the month of January, 1982. It is further agreed that the uses of these daily wages peons of head office shall be considered for appointment on time scale pay applicable to peons after completion of 5 years as daily wage workman."

The above clause clearly shows that the same was for the daily wage peons working at head office and not for anybody else. Moreover, by the said clause, management had agreed to consider the question of regularization of daily wages peon working in head office after completion of five years as daily wage workman. There is nothing in the said clause that the same is applicable to any other category of daily wages workman, except daily wages peon working in head office. The said clause also does not say that the daily wages peons working in head office would be automatically entitled for regularization in time scale, on completion of five years of service on daily wages. Hence the minutes dated 03-09-1981 (annexure-4) is of no help to the claim of the workman, Abhay for asking regularization in service.

14. The next claim of the workman, Abhay is that he has been discriminated by the party no. 1 and though he himself and drivers, Shri Ishwarkar, Shri R.R. Raut and Shri Madankar were appointed together as daily wagers on equal wages and their salary, position and status were equal, the said three drivers were regularized in service w.e.f. 30-05-2000, by party no. 1 by pick and choose method and he was the only person left without regularization. However, it is clear from the materials on record and the admitted facts that the workman, Abhay is claiming regularization as on electrician, whereas, the case of the three other workmen were that of drivers and they were regularized in service due to availability of sanctioned posts of driver on 30-05-2000. So the case of workman, Abhay cannot be equated with the case of regularization of drivers and there is no force in the contention raised by the workman, Abhay that there was discrimination in his case.

15. It is necessary to mention here that the party no. 1 has specifically mentioned that there is no sanctioned post of electrician, so workman, Abhay has not yet been regularized. In this respect, it is necessary to be mentioned that neither in the statement of claim nor in his evidence on affidavit, the workman, Abhay has mentioned that a vacant sanctioned post of electrician is available with party no. 1 and inspite of the same, the party no. 1 has not regularized him. His claim as per his affidavit is that from the advertisement for four posts of electrician given by the party no. 1 on 28-07-1978 in the news paper and approval for payment of consolidated salary of Rs. 600-

10- Rs. 700 to him vide letter dated 11-07-1988 by party no. 1. It can be held that the post of electrician is a sanctioned post. However, such statement cannot be taken into consideration in absence of any pleadings in the statement of claim. Moreover, in absence of any legal and reliable proof, in support of such claim, it cannot be held that there is any vacant post of electrician with party no. 1.

16. It is well settled by the Hon'ble Apex Court in the decision reported in (2007) 1 SCC-408 (Indian drugs and pharmaceuticals Ltd. Vs. Workman) that,

"A daily rated or casual worker is only a temporary employee and it is well settled that a temporary employee has no right to the post, or to be continued in service, to get absorption, far less of being regularized and getting regular pay.

XXXXX

Similarly, no direction can be given that a daily wage employee should be paid salary of a regular employee. If an employee is not appointed against a sanctioned post, he is not entitled to any scale of pay.

Regularization cannot be a mode of appointment. A post must be created and/or sanctioned before filling it up."

17. It is clear from the principles enunciated by the Hon'ble Apex Court in the decision mentioned above that unless a post is created or sanctioned, regularization cannot be made and regularization cannot be a mode of appointment. As it is clear that there is no vacant sanctioned post of electrician with party no. 1, the service of workman, Abhay Kumar cannot be regularized.

As no dispute exists between party no. 1 and the other seven workmen, except workman, Abhay Kumar, the reference in respect of them is to be answered as "no dispute and in respect of workman, Abhay Kumar in negative. Hence, it is ordered :—

ORDER

As no dispute exists between party no. 1 and the other seven workmen, except workman, Abhay Kumar, the reference be treated as "no dispute award" against the rest seven workmen. The reference is answered in negative against the workman, Abhay Kumar and he is not entitled to any relief.

J. P. CHANDI, Presiding Officer

नई दिल्ली, 19 जून, 2012

का.अ. 2396.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सोमेट कारपोरेशन ऑफ इंडिया लिमिटेड नई दिल्ली के प्रबंधक के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक

विचार में केन्द्रीय सरकार औद्योगिक अधिकारण/अन्य न्यायालय, नागपुर के संवाद (संदर्भ संख्या 158/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2012 को प्राप्त हुआ था।

[सं. एल-29012/15/2005-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 19th June, 2012

S.O. 2396.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 158/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s Cement Corporation of India Ltd. New Delhi and their workman, which was received by the Central Government on 1-6-2012.

[No. L-29012/15/2005-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE SHRI A.P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/158/2003

Date : 27-04-2012.

Party No. 1

The Chairman & Managing Director,
Cement Corporation of India Ltd.,
Delhi Cement Core 5, Scope Complex,
7, Lodhi Road,
New Delhi - 110003

Versus

Party No. 2

Abdul Salam S/o Salimullah Khan,
R/o Khapa, Tehsil. Saoner,
Distt. Nagpur (MS).

AWARD

(Dated: 27th April, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Cement Corporation of India Ltd. and their workman Abdul Salam, for adjudication, as per letter No.L-29012/15/2003-IR (M) dated 17-06-2003, with the following schedule:-

"Whether the action of the management of Cement Corporation of India through its Chairman & Managing Director, New Delhi in terminating the

service of the workman Shri Abdul Salam S/o Shri Salimullah Khan, Clerk/Class III employee w.e.f. 30-06-2002, is just and legal? If not, to what relief the said workman entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Abdul Salam, ("the workman" in short), filed the statement of claim and the management of Cement Corporation of India Ltd., ("Party No. 1" in short) filed its written statement.

The case of the workman as depicted from the statement of claim is that he came to be appointed as a clerk with the Party No. 1 and posted at Nagpur Office on 13-08-1992 and right from the date of his initial appointment, he was in continuous service with clean and excellent service record and the Party No. 1 has spread its network throughout the country, through its various Zonal and Regional offices and at the time of his initial appointment, he was paid an amount of Rs. 1,114 as his monthly salary and though his initial engagement was for specified period, the same continued even after expiry of the specified period from time to time and his appointment was made from month to month and continued as per need and requirement of the Party No. 1 and by issuing orders from month to month basis, his services was continued upto 12-10-1993 and thereafter, his services were continued by the Party No. 1 without issuing any separate order and his salary was drawn on the basis of his attendance being marked on separate sheet of paper and he was never served with any charge sheet, memo or show cause notice and he had got the status of a permanent employee and as such, it was obligatory on the part of the Party No. 1 to regularize his services and to place him in appropriate pay scale and Party No. 1 was also deducting CPF contribution from his salary and as the Party No. 1 was irregular in supplying the annual statement of Provident Fund, he made representation to supply the copy of the annual statement as on 31-03-2001, but such statement was not supplied to him and the Party No. 1 decided to close their Nagpur office and to shift the same to another destination and the same was done in a most arbitrary and illegal manner without following the due procedure of law and the Party No. 1 introduced a special voluntary retirement scheme for its employees and gave handsome monetary package as retirement benefits to the employees, who opted for the same, but he was not allowed to avail the benefit of the voluntary retirement scheme ("VRS" in short), in spite of making representation on 24-07-2001 and 6-08-2001 and the Party No. 1 closed its establishment at Nagpur in the last week of June, 2002 and discharged him from services, without complying the mandatory provisions required for closure and shifting of its office and he is entitled for the benefits as provided U/s 25-FFF and 25-F of the Act, as he had completed more than 240 days of service in every year and also in the preceding 12 months of the date

of his termination and he had been orally assured by the Party No. 1 that he will be posted at some other place, but neither he was employed by the Party No. 1 nor he was given the benefits of VRS. The workman has prayed for his reinstatement in service on permanent basis with continuity and full back wages or in the alternative, to allow him to avail the benefits of the VRS scheme.

3. The party no. 1 in its written statement has pleaded inter alia that it is a Public Sector Undertaking of the Govt. of India and due to continuous financial losses and erosion of net worth, it was referred to Board for Industrial and Financial Reconstruction ("BIFR" in short) and to declare it a sick company and accordingly, it was declared a sick company and it was directed by the BIFR and the Govt. of India not to make any recruitment for it. It is further pleaded by the Party No. 1 that no contractual obligations were existed between it and the workman and the workman was engaged in its Nagpur office on daily wages for a temporary period only and the VRS scheme was applicable only in respect of the regular and permanent employees of the company and the workman was not covered under the said scheme and in view of the bar envisaged in Section 22(1) of Sick Industrial Companies (Special Provisions) Act, 1985, the Tribunal has no jurisdiction to pass any order directing it to issue appointment letter to the workman and the workman was engaged as an adhoc staff by the Regional Office at Nagpur, for doing temporary clerical job on daily wages basis and as it has been declared as a sick company, there is no scope of making new appointment or regularize the services of ex adhoc or temporary employees like the workman and deduction of CPF dues is a statutory requirement of law and the same is to be deducted in respect of any type of workman and there was no question of the workman attaining the status of a permanent employee and the office at Nagpur was wound up due to lack of business and the closure of the office was not arbitrary or illegal and the workman was never given any verbal assurance regarding his employment in any other office and the workman is not entitled for any relief.

4. It is also necessary to mention here that the workman remained absent on 3-03-2009 and thereafter. Though the workman had filed his evidence on affidavit, he did not appear for his cross-examination and as such, his evidence on affidavit was expunged and evidence from his side was closed as per order dated 26-11-2010.

It is necessary to mention here that the Party No. 1 filed the evidence of witness, Yugal Kishore Singh in support of its claim along with documents. The evidence of the said witness was in the line of the stands taken by the Party No. 1 written statement. The evidence of the said witness remained unchallenged, as neither the workman nor anybody else appeared on his behalf to cross-examine the witness. As the workman did not appear in

the case, order was passed on 2-04-2012 to proceed ex parte against him.

5. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the party invoking the jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of his service, it is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or file written statement or produce evidence, the dispute referred by the Govt. cannot be answered in his favour and the workman would not be entitled to any relief.

In this case, the workman has failed to appear and to adduce evidence in support of his claim and as such, the reference is to be answered in negative. Hence it is ordered:

ORDER

The action of the management of Cement Corporation of India through its Chairman & Managing Director, New Delhi in terminating the service of the workman Shri Abdul Salam S/o Shri Salimullah Khan, Clerk/Class III employee w.e.f. 30-06-2002, is just and legal. The workman is not entitled to any relief.

J. P. CHANDI, Presiding Officer

नई दिल्ली, 19 जून, 2012

का.आ. 2397.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स मुम्बई पोर्ट ट्रस्ट, मुम्बई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई 2 के पंचाट (संदर्भ संख्या 117/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2012 को प्राप्त हुआ था।

[सं. एल 31011/7/2001 आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 19th June, 2012

S.O. 2397.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 117/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s Mumbai Port Trust, Mumbai and their workmen, which was received by the Central Government on 1-6-2012.

[No. L-31011/7/2001-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No. 2, MUMBAI****PRESENT**

K. B. KATAKE, Presiding Officer

REFERENCE NO. CGIT-2/117 of 2001**EMPLOYERS IN RELATION TO THE MANAGEMENT
OF MUMBAI PORT TRUST**

The Chairma,
Mumbai Port Trust
Shoorji Vallabhdas Marg
Ballard Estate
Mumbai 400 038.

AND**THEIR WORKMEN.**

1. The Secretary Transport & Dock Workers Union
P. D' mello Bhawan
P. D' mello Road
Carnac Bunder
Mumbai 400 038.
2. The Secretary
Mumbai Port Trust General Workers Union
Kavarana Building 1st floor
26/4, P. D' mello Road
Wadi Bunder
Mumbai 400 038.
3. The Secretary
BPT Mazdoor Sangh
24, Ebrahim Mansion
Dr. Ambedkar Road
Parel,
Mumbai 400 012.
4. The Secretary
Mumbai Port Trust Dock &
General Employees Union
Port Trust Kamgar Sadan
Nawab Tank Road
Mazgaon
Mumbai 400 010.

APPEARANCES:

FOR THE EMPLOYER : Mr. S.K. Talsania &
Mr. M.B. Anchan Advocates.

FOR THE UNION No. 1 : Mr. A.M. Koyande, Advocate

FOR THE UNION No. 2 : Mr. V. Narayanan, Advocate.

FOR THE UNION No. 3 : No appearance.

FOR THE UNION No. 4 : Mrs. P.S. Shetty Advocate.

Mumbai, dated the 9th March, 2012.

AWARD

The Government of India, Ministry of Labour & Employment by its Order No. L-31011/7/2001-IR (M), dated 10-08-2001 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

"Whether the action of the management of Mumbai Port Trust, Mumbai in staggering the weekly day of rest and also changing the shift timings of the workmen employed in Mobile Crane Section of Chief Mechanical Engineering Department w.e.f. 26-08-2001 is legal and justified? If not, to what relief the said workmen are entitled and from which date onwards?"

2. After receipt of the reference by this Tribunal, both the parties were served with notices. The management and three unions appeared through their legal representatives. The union by name BPT Mazdoor Sangh though served remained absent. The three unions have filed their three separate statements of claim at Ex-11, 14 & 15.

According to them, they are the workers of the first party employed in Mobile Crane Section of Chief Mechanical Engineering Department. The management effected the change in service conditions in respect of their working hours i.e. shift duty hours and weekly day of rest. The change was effected from 26-8-2001 by a notice dated 8-5-2001 which was put on the notice board. The change in service conditions was effected without following the due process of law. The MbPT has not given notice of proposed change in shift timings as required under Section 9 A of the Industrial Dispute Act. Prior to the said change, MbPT had served notice of change dt. 11-1-2001 under Section 9A of I.D. Act 1947. As per the said notice of change, the MbPT was intending to effect change in (1) Deployment Pattern (2) Weekly day of rest in respect of workmen employed in Mobile Crane Section of Mechanical Engineers Deptt. The union opposed the said proposed change in service conditions mentioned in the notice dated 11-1-2001. They have written a letter to RLC Mumbai to advise the management not to effect the changes as per the notice. As the union has referred the dispute to RLC, the MbPT did not effect the proposed change mentioned in the notice. In the meantime MbPT had withdrawn the proposed change in respect of deployment pattern. Without following due process of law MbPT put a notice on the notice board dated 8-5-2001 informing Mobile Crane Section that their existing working hours and weekly day of rest will be changed. This change in service conditions was to be effected from 1-6-2001. Union again by its letter dt. 11-5-2001 to Regional Labour Commissioner opposed the change in service conditions as suggested by the notice dt. 8-5-2001.

The union requested the RLC (C) Mumbai to advise the concerned MbPT authorities not to introduce the

proposed change in weekly day of rest and shift timings w.e.f. 01-06-2001. During the process of conciliation, when the industrial dispute regarding proposed change in service conditions of the workers was pending, the MbPT brought into effect the changes w.e.f. 26-08-2001. This action of the MbPT effecting change in service conditions during the period when the industrial dispute was pending before the conciliation officer is in contravention of Section 33 of the I.D. Act 1947. Therefore the changes effected as proposed in notice of change dt. 11-1-2001 and notice put on the notice board dated 8-5-2001 and the changes brought into effect from 26.08.2001 are unjustified, illegal and void.

3. First party has not implemented change immediately after completion of 21 days of issuance of notice of change dated 11-01-2001. Therefore the change carried out w.e.f. 27-08-2001 is without any notice of change. A Settlement was entered into between five recognized All India Port & Dock Workers Federation and the management of Major Ports under Section 12 (3) of the I.D. Act. The first party has committed breach of clause 38 of the settlement. As per settled position of law, any benefit enjoyed under the settlement cannot be withdrawn even by any notice of change lest by another settlement. The workers in the Mobile Crane Section were enjoying Sunday as weekly day of rest for more than 40 years. There is no financial loss to the first party due to non-working of the Mobile Crane Section in conjunction of the Dock workers. Due to change in weekly day of rest, the workmen have been subjected to monetary losses besides inconvenience, deprived of night weightage allowance and besides that the workmen cannot enjoy social life. Due to change in weekly day of rest, all the workmen have to report for duty for the next day within a span of 7 hours instead of 18 hours as available prior to the change. Such change causes number of difficulties to the workmen. First party vide its letter dated 25-05-2001 had withdrawn the proposed change impliedly and their witness has also deposed accordingly in cross examination. The notice dated 8-5-2001 has no reference to the earlier notice of change dated 11-1-2001 and thus notice dated 8-5-2001 is an independent notice and not notice of change as prescribed under Section 9A of I.D. Act. Therefore the change attempted to have been effected as per notice dt. 8-5-2001 cannot be treated as legal change. There were no any exigencies to make the change without following the procedure of law. The contention of the first party in respect of their loss is false. Infact the loss if any caused by the first party was due to penalty due to decision taken by the management including awarding contract of construction of cession Gate of Huges Dry Dock, Indira Dock which was defective one and cannot be used in second groove. The loss caused inclusive of compensation of about 200 crores paid to the employees relieved under special VRS scheme. By effecting change,

management has committed breach of provisions of Section 9A of the I.D. Act. The life of the workmen is disturbed due to illegal change. The change is effected during pendency of the reference. Thus the same is illegal and in violation of Section 33 (i) (a) of I.D. Act.

4. During pendency of conciliation proceeding the MbPT brought into effect the changes in service conditions in respect of weekly day of rest and shift timings w.e.f. 26-8-2001. The same is illegal and against the provisions of law. Therefore the union prays that MbPT be directed to withdraw the change in service conditions of the workmen employed in Mobile crane Section w.e.f. 26-8-2001 and also prays for direction to first party to pay benefit of overtime wages to the workmen w.e.f. 26-8-2001 with 18% interest by way of compensation and also prays for cost.

5. The other two unions have also repeated the same grievance of change of weekly day of rest and change of shift timings vide their respective statements of claim at Ex-14 & Ex-15. They have also made the same prayer in their respective statements of claim.

6. The first party management has resisted the statement of claim vide its written statement Ex-16. According to them, with a view to ensuring optimum utilization of the resources in the Mobile Crane Section of the Chief Mechanical Engineer's Department, the Mumbai Port Trust had decided to change the deployment of staff pattern for staggering their weekly day of rest in place of existing fixed weekly day of rest on Sunday. To implement this decision, the Port Trust had issued notice of change of service condition under section 9A of the I.D. Act vide notice dated 11-1-2001 effective from 1-2-2001. The said move was opposed by the Transport and Dock Workers Union, Mumbai as well as the other two unions on the ground that the age old practice of giving rest on Sunday has been violated and the action is contrary to the settlement and would result in industrial unrest. The dispute was raised before conciliation officer. However there was no settlement and the conciliation officer submitted his failure report to Government and Government has sent the reference to this Tribunal. According to them, management had given notice under Section 9A of the I.D. Act in respect of the proposed change. Therefore there is no violation of the provisions of I.D. Act. Management can change the weekly day of rest as per the requirement for optimum utilization of the manpower. There was no change in the deployment pattern. According to them, the suggested changes in respect of shift timing and weekly day of rest are within the prerogative of the management based on the requirement. It has not contravened Sec. 12 (3) of LD. Act as notice under Sec. 9A was given as per the requirement. It has not violated provisions of any labour laws as well as provisions of settlement as has been alleged. The

changes are effected after following the provisions of law. The changes are legal and justified. Therefore the management prays that the reference be dismissed with cost.

7. My Ld. Predecessor has framed the issues, recorded the evidence and passed the award. It was challenged in Writ Petition no. 772/2011. The Hon'ble High Court set aside the award and remanded the reference for fresh hearing. Following are the issues for my determination. I record my findings thereon for the reasons to follow:

Sr. No.	Issues	Finding
1.	Whether action of the management of Mumbai Port Trust in staggering the weekly day of rest and also changing the shift timings of the workmen employed in Mobile Crane Section of Chief Mechanical Engineering Department w.e.f. 26-08-2001 is legal and justified?	Yes
2.	What relief the said workmen are entitled?	No relief

REASONS

Issues Nos.1 & 2 :—

8. In the case at hand fact is not disputed that the management has changed the shift timings and the weekly day of rest w.e.f. 26-8-2001. According to the second party unions the change was effected without following the process prescribed therefor. According to them to effect any change in the service conditions, notice under Sec 9A under I.D. Act is mandatory. On the point Ld. Adv. resorted to the Bombay High Court ruling in Navbharat Hindi Daily Nagpur V/s. Navbharat Shramik Sangh & Anr. 1985 1 LLJ 474 para 13. The Ld. Adv. also referred two more Bombay High Court rulings in (1) Rashtriya Fertilisers and Chemicals Ltd. V/s RCF 2007 11 CLR 1035 (2) All India Labour Union V/s. M/s. Jeevan Lal 1929 (Ltd.) & Anr. 1986 11 CLR 296. In these rulings Hon'ble Court held that the employer cannot take unilateral action of change of terms of service without notice to the workmen. Ld. Adv. also resorted to Punjab and Haryana High Court ruling in Punjab State Co-op Supply and Marketing Federation Ltd. and Anr. V/s. PO, CGIT & 2003 1 CLR 936 wherein the Hon'ble Court held that notice of change under Sec. 9A is mandatory and it should be issued to the individual workman and notice to the union is not sufficient compliance.

9. The Ld. Adv. for the second party further submitted that even to change the day of weekly rest, the management must issue notice under Sec. 9A of I.D. Act. In this respect the Ld. Adv. for the second party submitted that Sunday or some other week day would no doubt cause no financial loss to the workman. However that is not the only criteria considering the question. He submitted that the Hon'ble Bombay High Court in Tata Tea Ltd. (Bombay) Employees Union V/s. Tata Tea Ltd. & Anr. 2008 11 LJ 167 held that;

“Withdrawal of privilege without a notice of change was an industrial dispute.”

wherein Hon'ble Court held that, it was not open for the management to withdraw the benefit unilaterally without issuing a notice of change under Sec. 9A read with entries 2 & 8 of Schedule IV of I.D. Act. The Ld. adv. for the second party also resorted to Apex Court ruling in Tata Iron & Steel Co. Ltd. V/s. The workmen and ors., 1972 11 LLJ 259 wherein the Hon'ble Court in respect of change of weekly day of rest without notice observed that;

“The change having been effected without complying with Section 9A must be held ineffective and previous schedule of weekly rest must be held to be operative.”

In the light of ratio laid down in the above rulings, it is clear that even for staggering weekly day of rest, notice under Sec. 9A is necessary.

10. In the case at hand, according to the management it has given notice dated 11-1-2001 for change of weekly day of rest and change of timing of the shifts and accordingly the change was made w.e.f. 26-8-2001. It is also the case of the management that they had also put a notice of change dated 8-5-2001 on the notice board intending to change the existing working hours and staggering the weekly day of rest and intended to give effect to the same on 1-6-2001. According to the first party, they have complied with the provisions of Section 9A of the I. D. Act as they had given notice of change. As against this, according to the second party union, the management has not effected the change immediately after completion of 21 days. They have further contended that the notice dated 11-01-2001 was withdrawn by MbPT by its letter dated 25-05-2001 therefore, when the change was effected there was no notice in existence. Further they have contended that, the management had effected the change when the reference was pending for adjudication. Therefore according to them, such change is illegal and void. According to first party, they have followed the procedure for change prescribed by law. According to first party they had not withdrawn the notice dated 11-01-2001 as has been alleged. They further submitted that, the change was not effected during pendency of the reference. Thus the change effected from 26-8-2001 is legal and valid. I would like to deal with each point categorically.

11. In respect of the objection that the change was not implemented immediately after completion of 21 days, the Ld. Adv. for the first party rightly pointed out that, the change cannot be effected before completion of 21 days. In the case at hand, after service of notice, the second party unions have resisted the notice. Industrial dispute was also raised before ALC (C). In the circumstances, it was not possible to implement the changes immediately after completion of 21 days. There is no bar to effect the change after the conciliation proceeding came to an end. It is not the mandate of law to give effect to the change immediately after completion of 21 days. Therefore the objection to that effect is devoid of merit.

12. The second objection raised on behalf of the second party is that the management had withdrawn the notice dated 11-1-2001. Therefore when change was effected, notice was not in operation. In support of this argument, the Ld. Adv. for the second party placed reliance on the admission given by the witness of first party, Mr. S.V. Salvi. In his cross at Ex-36, he has admitted that by letter dt. 25-05-2001 suggested change was withdrawn. In this respect Ld. Adv. for the first party submitted that, from this admission, one need not jump to the conclusion that all the changes in the notice dated 11-1-2001 were withdrawn. He submitted that the said letter dt. 25-5-2001 is on record at Ex-72. As per this notice, the deployment pattern proposed was postponed on the ground that the matter was pending adjudication before National Tribunal. However it is specifically mentioned in this letter that there is no objection to effect the other changes proposed which was for staggering of weekly day of rest from the date of notice of change has become effective. From this letter Ex-72 it is clear that it was not a letter withdrawing the changes in the service conditions proposed by the notice dated 11-1-2001. In the circumstances the averment does not stand to reasons that, the notice was already withdrawn before effecting changes, therefore the changes of staggering weekly day of rest and change in shift timings are illegal.

13. The third objection raised on behalf of the second party is that the change was effected during the pendency of the reference. In this respect the Ld. Adv. for the second party pointed out that the letter of reference (Ex-1) is dated 10-8-2001 and the change was implemented w.e.f. 26-8-2001. It clearly indicates that the first party has effected the change during pendency of the reference. In this respect the Ld. Adv. for the first party pointed out that there appears mistake on the letter Ex-1. He pointed out that there cannot be letter dt. 10-8-2001 making reference in respect of change implemented w.e.f. 26-8-2001. He pointed out that the reference in respect of legality of change w.e.f. 26-8-2001 must have been sent after the date 26-08-2001. He pointed out that the reference is subsequent to the decision of the first party to implement the change. Therefore it cannot be said that the first party

has implemented or decided to implement the change during pendency of the reference. Reference is subsequent to the decision of implementation of the changes.

14. In the light of this discussion, I come to the conclusion that change in respect of staggering of weekly day of rest and changing of shift timings of the workmen was effected after giving notice under Section 9A of I.D.Act. It is also pertinent to note that after the notice, the second party union has raised industrial dispute before ALC (C) and as the matter could not be settled, ALC submitted failure report to the Government. Thereafter the management has effected the change before the order of reference. In the circumstances, I come to the conclusion that the first party has complied with the provisions of Section 9A of the I.D.Act before effecting the changes. Therefore I hold that the changes effected from 26-8-2001 are legal and valid. Accordingly I decide issue no. 1 in the affirmative. Consequently I also hold that the workmen are not entitled to any relief. Thus the order:

ORDER

Reference stands rejected with no order as to cost.

Date: 09-03-2012

K. B. KATAKE, Presiding Officer

नई दिल्ली, 22 जून, 2012

का.आ. 2398.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स ब्रिज एण्ड रूफ कम्पनी इन्डिया लिमिटेड हावड़ा एवं विशाखापटनम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 47/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2012 को प्राप्त हुआ था।

[सं. एल-15025/1/2012 आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 22nd June, 2012

S.O. 2398.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. LCID 47/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. Bridge & Roof Co. India Ltd. Howrah & Visakhapatnam and their workmen, which was received by the Central Government on 1-6-2012.

[No. I-15025/1/2012-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD

Present :

SHRI VED PRAKASH GAUR, Presiding Officer

Dated the 19th day of April, 2012

INDUSTRIAL DISPUTE L.C. No. 47/2005

Between :

Sri Sappagaddi Satti Babu
 S/o Late China Babu,
 D.No. 21-54-19, Peda Kurada,
 Peda Gantyada Mandal,
 R. H. Colony, Visakhapatnam.Petitioner

AND

1. The Managing Director,
 Bridge & Roof Co.(India) Ltd.,
 427/1, Grand Trunk Road,
 Howrah.
 2. The Resident Engineer,
 Bridge & Roof Co. (India) Ltd.,
 H.P.C.L. Site, Visakha Refinery,
 Malkapuram, Visakhapatnam - 11.Respondent

Appearances :

For the Petitioner : M/s. S. Gangadhara Reddy and M.V.
 Ramakrishna Reddy, Advocates

For the Respondent : Sri Andapalli Sanjeev Kumar,
 Advocate

AWARD

This petition under Sec. 2 A(2) of the I.D. Act, 1947 has been filed by Sri Sappagaddi Satti Babu, Ex. Hydro Crane Operator challenging illegal retrenchment/termination by the management on 11-9-2004.

2. Petitioner filed claim petition stating therein that he was engaged under the management of Respondent. His services were terminated on the ground of non-existence of work on 11-9-2004. He was employed by 2nd Respondent through a contractor Chandra Fabricators as Hydro Crane Operator on 1-12-1998 for the site works of Visakhapatnam Steel Plant and he worked as contract crane operator till 16-8-1993. After 4 days break he was appointed as an employee of 2nd Respondent on 20-8-1993 and thus his services were regularized by the 2nd Respondent after giving breaks he was taken on 15-7-1997 through labour contractor M.S.C.P.R. constructions and again he was taken by Respondent

No. 2 directly on 3-9-98, regularized by paying permanent workers wages till his termination on 11-9-2004. Though work exists, he was terminated on the ground of non-existence of work and the work had been carried out by precision management council a contractor to Respondent No. 2. Though management has affixed notice in HPCL site on the maintenance shed doors informing the workman that they will give full and final settlement w.e.f. 11-9-2004 after 5 PM, which Petitioner objected and refused to receive the same, the workman was not served personally with any retrenchment notice, termination notice or full and final settlement notice. Petitioner along with 4 other workmen filed writ petition against the Respondents in the Hon'ble High Court of A.P., Hyderabad, the same WP No. 17278/2004 disposed on 1-12-2004 directing the Respondents to engage the workmen on priority basis if the work is still existing. But the work was still going on in the HPCL site by engaging contract drivers without engaging the Petitioner. Petitioner along with 4 other workmen raised industrial dispute before ALC(C), Visakhapatnam on 30-12-2004 which ended in failure. Hence this petition.

3. Respondents filed counter statement stating therein that Petitioner was engaged as contract labour as Hydra Operator on 3-9-1998 for a temporary period at HPCL site. Petitioner was not given any appointment order at any point of time as he was working on contract basis. The Respondents have served retrenchment orders along with a cheque for terminal benefits to the Petitioner through registered post acknowledgement due and the Petitioner refused to receive the said notice and cheque, which returned with an endorsement that the party refused to receive. As such, the petition be dismissed as devoid of merits.

5. Petitioner has filed rejoinder stating therein that the retrenchment notice has been issued by Respondent as such, he was the employer to the Petitioner.

6. Petitioner filed chief examination affidavit in support of his claim. He has filed xerox copies of documents Ex. W1 to W12 and he has been cross-examined by the counsel for the Respondents. Respondents have filed chief examination affidavit of Sri Probal Majumdar, Project Manager.

7. Case is fixed for cross examination of Respondent's witness. On 19-4-2012 both counsels filed joint memo stating therein that this case has been settled out of Court as such, they do not want to proceed with the case. As per the terms and conditions of the said settlement deed the amounts as agreed upon are paid through account payee cheques to individual workman concerned to a tune of Rs. 1,46,947.59 ps. Hence, the case is decided in light of joint memo as settled out of Court between parties concerned as such, this award is passed according to terms of joint memo. Hence, this award.

Award passed accordingly. Transmit.

New Delhi, the 22nd June, 2012

Dictated to Smt P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 19th day of April, 2012.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner

WW 1 : Sri Sappagaddi Satti Babu

Witnesses examined for the Respondent

MW1 : Sri Probal Majumdar

Documents marked for the Petitioner

- Ex.W1 : Copy of service certificate dt. 13-1-1994
- Ex.W2 : Copy of service certificate dt. 20-7-96
- Ex.W3 : Copy of service certificate dt. 5-7-97
- Ex.W4 : Copy of service certificate dt. 31-8-98
- Ex.W5 : Copy of Settlement filed by Respondent in the Hon'ble High Court dt. 17-9-2004
- Ex.W6 : Copy of management's notice reg. settlement dt. 11-9-2004
- Ex.W7 : Copy of 2nd retrenchment notice dt. 11-9-2004
- Ex.W8 : Copy of orders in WP No. 17278/2004
- Ex.W9 : Copy of representation of WW1 to ALC(C) dt. 17-12-2004
- Ex.W10 : Copy of representation of WW1 to ALC(C) dt. 30-12-2004
- Ex.W11 : Copy of representation of WW1 to ALC(C) dt. 23-2-2005
- Ex.W12 : Copy of minutes of conciliation dt. 10-3-2005

Documents marked for the Respondent

NIL

नई दिल्ली, 22 जून, 2012

का.आ. 2399.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स ब्रिज एण्ड रूफ कम्पनी इन्डिया लिमिटेड हाबड़ा एवं विशाखापट्टनम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 45/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2012 को प्राप्त हुआ था।

[सं. एल-15025/1/2012-आई आर (एम)]
जोहन तोपनो, अवर सचिव

S.O. 2399.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. LCID 45/2005) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure. in the Industrial Dispute between the employers in relation to the management of M/s. Bridge & Roof Co. India Ltd. Howrah & Visakhapatnam and their workman, which was received by the Central Government on 1-6-2012.

[No. L-15025/1/2012-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present :

SHRI VED PRAKASH GAUR, Presiding Officer

Dated the 19th day of April, 2012

INDUSTRIAL DISPUTE L. C. No. 45/2005

Between :

Sri Kotni Bhaskara Rao,
S/o Late Pothanna,
D.No. 65-6-713,
Himachal Nagari, Opp. Zinc Gate,
New Gajuwaka, Visakhapatnam.Petitioner

AND

1. The Managing Director,
Bridge & Roof Co. (India) Ltd.,
427/1, Grand Trunk Road,
Howrah.

2. The Resident Engineer,
Bridge & Roof Co. (India) Ltd.,
H.P.C.L. Site, Visakha Refinery,
Malkapuram,
Visakhapatnam-11.Respondent

Appearances :

For the Petitioner : M/s. S. Gangadhara Reddy & M.V.
Ramakrishna Reddy, Advocates

For the Respondent : Sri Andapalli Sanjeev Kumar,
Advocate

AWARD

This petition under Sec. 2 A (2) of the I.D. Act, 1947 has been filed by Sri K. Bhaskara Rao, Ex. Truck Driver challenging illegal retrenchment/termination by the management on 11-9-2004.

2. Petitioner filed claim petition stating therein that he was engaged under the management of Respondent. His services were terminated on the ground of non-existence of work on 11-9-2004. He was working on the truck bearing No. AEV 5350 as driver, which run later by Mahendar Mishad and some other drivers through precision management council a contractor to Respondent No. 2. Though management has affixed notice in HPCL site on the maintenance shed doors informing the workman that they will give full and final settlement w.e.f. 11-9-2004 after 5 PM, which Petitioner objected and refused to receive the same, the workman was not served personally with any retrenchment notice, termination notice or full and final settlement notice. Petitioner along with 4 other workmen filed writ petition against the Respondents in the Hon'ble High Court of A.P., Hyderabad, the same WP No. 17278/2004 disposed on 1-12-2004 directing the Respondents to engage the workmen on priority basis if the work is still existing. Though the work was still going on in the HPCL site but, by engaging contract drivers without engaging the Petitioner. Petitioner along with 4 other workmen raised industrial dispute before ALC(C), Visakhapatnam on 30-12-2004 which ended in failure. Hence this petition.

3. Respondents filed counter statement stating therein that Petitioner was engaged as contract labour as Truck Driver on 5-10-1998 for a temporary period at HPCL site. Petitioner was not given any appointment order at any point of time as he was working on contract basis. The Respondents have served retrenchment orders along with a cheque for terminal benefits to the Petitioner through registered post acknowledgement due and the Petitioner refused to receive the said notice and cheque, which returned with an endorsement that the party refused to receive. As such, the petition be dismissed as devoid of merits.

5. Petitioner has filed rejoinder stating therein that the retrenchment notice has been issued by Respondent as such, he was the employer to the Petitioner.

6. Petitioner filed chief examination affidavit in support of his claim. He has filed xerox copies of documents Ex.W1 to W10 and he has been cross-examined by the counsel for the Respondents. Respondents have filed chief examination affidavit of Sri Probal Majumdar, Project Manager.

7. Case is fixed for cross examination of Respondent's witness. On 19-4-2012 both counsels filed joint memo stating therein that this case has been settled out of Court as such, they do not want to proceed with the case. As per the terms and conditions of the said settlement deed the amounts as agreed upon are paid through account payee cheques to individual workman concerned to a tune of Rs. 1,48,504.97 ps. Hence, the case is decided in light of joint memo as settled out of Court between parties

concerned as such, this award is passed according to terms of joint memo. Hence, this award.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 19th day of April, 2012.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner

WW 1: Sri K. Bhaskara Roa

Witnesses examined for the Respondent

MW1: Sri Probal Majumdar

Documents marked for the Petitioner

- Ex.W1: Copy of service certificate dt. 30-9-98
- Ex.W2: Copy of service certificate dt. 19-3-1991
- Ex.W3: Copy of Settlement filed by Respondent in the Hon'ble High Court dt. 17-9-2004
- Ex.W4: Copy of management's notice reg. settlement dt. 11-9-2004
- Ex.W5: Copy of 2nd retrenchment notice filed in Hon'ble High Court dt. 11-9-2004
- Ex.W6: Copy of orders in WP No. 17278/2004
- Ex.W7: Copy of representation of WW1 to ALC(C) dt. 17-12-2004
- Ex.W8: Copy of representation of WW1 to ALC(C) dt. 30-12-2004
- Ex.W9: Copy of representation of WW1 to ALC(C) dt. 23-2-2005
- Ex.W10: Copy of minutes of conciliation dt. 10-3-2005

Documents marked for the Respondent

NIL

नई दिल्ली, 22 जून, 2012

का.आ. 2400.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स ब्रिज एण्ड रूफ कम्पनी इन्डिया लिमिटेड हावड़ा एवं विशाखापट्टनम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 46/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-2012 को प्राप्त हुआ था।

[सं. एल-15025/1/2012-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 22nd June, 2012

S.O. 2400.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. LCID 46/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s Bridge & Roof Co. India Ltd. Howrah & Visakhapatnam and their workmen, which was received by the Central Government on 1-6-2012.

[No. L-15025/1/2012-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present :

SHRI VED PRAKASH GAUR, Presiding Officer

Dated the 19th day of April, 2012

INDUSTRIAL DISPUTE L.C.No. 46/2005

Between:

Sri S.K. Mishkin,
S/o Peer Ahmed,
D.No.17/240/3, Kanithi Road,
Azamabad, New Gajuwaka,
Visakhapatnam

....Petitioner

AND

1. The Managing Director,
Bridge & Roof Co.(India) Ltd.,
427/1, Grand Trunk Road, Howrah.

2. The Resident Engineer,
Bridge & Roof Co.(India) Ltd.,
H.P.C.L. Site, Visakha Refinery,
Malkapuram,
Visakhapatnam - 11.

....Respondent

Appearances:

For the Petitioner : M/s. S. Gangadhara Reddy & M.V.
Ramakrishna Reddy, Advocates

For the Respondent : Sri Andapalli Sanjeev Kumar,
Advocate

AWARD

This petition under Sec.2 A (2) of the I.D. Act, 1947 has been filed by Sri S.K. Mishkin, ex.Electrician challenging illegal retrenchment/termination by the management on 11-9-2004.

2. Petitioner filed claim petition stating therein that he was originally appointed on 22-9-1992 as Electrician under the management of Respondent through M/s. CPR Construction, a contractor to the Respondent. He was retrenched on 31-3-1994 and reappointed on the next day 1-4-1994 by the same contractor and again retrenched on 31-8-1994. His services were absorbed on 1-9-1998 and his services were regularized w.e.f. 1-9-1998 and paid permanent workers wages. His services were terminated on the ground of non-existence of work on 11-9-2004. His work was later done by Deepankar and electrical works were getting done through precision management council a contractor. Though management has affixed notice in HPCL site on the maintenance shed doors informing the workman that they will give full and final settlement w.e.f. 11-9-2004 after 5 PM, which Petitioner objected and refused to receive the same, the workman was not served personally with any retrenchment notice, termination notice or full and final settlement notice. Petitioner along with 4 other workmen filed writ petition against the Respondents in the Hon'ble High Court of A.P., Hyderabad, the same WP No. 17278/2004 disposed on 1-12-2004 directing the Respondents to engage the workmen on priority basis if the work is still existing. But the work was still going on in the HPCL site by engaging contract workers without engaging the Petitioner. Petitioner along with 4 other workmen raised industrial dispute before ALC (C), Visakhapatnam on 30-12-2004 which ended in failure. Hence this petition.

3. Respondents filed counter statement stating therein that Petitioner was engaged as contract labour as Electrician on 3-9-1998 for a temporary period at HPCL site. Petitioner was not given any appointment order at any point of time as he was working on contract basis. The Respondents have served retrenchment orders along with a cheque for terminal benefits to the Petitioner through registered post acknowledgement due and the Petitioner refused to receive the said notice and cheque, which returned with an endorsement that the party refused to receive. As such, the petition be dismissed as devoid of merits.

5. Petitioner has filed rejoinder stating therein that the retrenchment notice has been issued by Respondent as such, he was the employer to the Petitioner.

6. Petitioner filed chief examination affidavit in support of his claim. He has filed xerox copies of documents Ex.W1 to W10 and he has been cross-examined by the counsel for the Respondents. Respondents have filed chief examination affidavit of Sri Probal Majumdar, Project Manager.

7. Case is fixed for cross-examination of Respondent's witness. On 19-4-2012 both counsels filed joint memo stating therein that this case has been settled out of Court as such, they do not want to proceed with the case. As per

the terms and conditions of the said settlement deed the amounts as agreed upon are paid through account payee cheques to individual workman concerned to a tune of Rs. 1,46,270.50 ps. Hence, the case is decided in light of joint memo as settled out of Court between parties concerned as such, this award is passed according to terms of joint memo. Hence, this award.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 19th day of April, 2012.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner

WW1: Sri Sk. Mishkin,

Witnesses examined for the Respondent

MW1: Sri Probal Majumdar

Documents marked for the Petitioner

- Ex.W1: Copy of service certificate dt. 31-3-1994
- Ex.W2: Copy of service certificate dt. 31-8-98
- Ex.W3: Copy of Settlement filed by Respondent in the Hon'ble High Court dt. 17-9-2004
- Ex.W4: Copy of management's notice reg. settlement dt. 11-9-2004
- Ex.W5: Copy of 2nd retrenchment notice field in Hon'ble High Court dt. 11-9-2004
- Ex.W6: Copy of orders in WP No. 17278/2004
- Ex.W7: Copy of representation of WW1 to ALC(C) dt. 17-12-2004
- Ex.W8: Copy of representation of WW1 to ALC(C) dt. 30-12-2004
- Ex.W9: Copy of representation of WW1 to ALC(C) dt. 23-2-2005
- Ex.W10: Copy of Minutes of conciliation dt. 10-3-2005

Documents marked for the Respondent

NIL

नई दिल्ली, 22 जून, 2012

का.आ. 2401.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ब्रिज एण्ड रूफ कम्पनी इण्डिया लिमिटेड हावड़ा एवं विशाखापटनम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या एलसीआईडी 49/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2012 को प्राप्त हुआ था।

[सं. एल-15025/1/2012-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 22nd June, 2012

S.O. 2401.—In pursuance of Section 17 of the Industrial Disputes Act, 1947(14 of 1947), the Central Government hereby publishes the Award (Ref. No. LCID 49/2005) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Bridge and Roof Co. India Ltd. Howrah and Visakhapatnam and their workman, which was received by the Central Government on 1-6-2012.

[No. L-15025/1/2012-IR(M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present :—SHRI VED PRAKASH GAUR, Presiding Officer

Dated the 19th day of April, 2012

INDUSTRIAL DISPUTE L.C. No. 49/2005

Between:

Sri Shappidi Narasinga Rao,
S/o Late Venkata Rao,
D.No.18-33-12/1, China Korada,
Nadipudi Post,
Peda Gantyada Mandal,
Visakhapatnam.

...Petitioner

AND

1. The Managing Director,
Bridge & Roof Co. (India) Ltd.,
427/1, Grand Trunk Road,
Howrah.
2. The Resident Engineer,
Bridge & Roof Co. (India) Ltd.,
H.P.C.L. Site, Visakha Refinery,
Malkapuram, Visakhapatnam - 11.

...Respondent

Appearances:

- For the Petitioner: M/s. S. Gangadhara Reddy & M.V. Ramakrishna Reddy, Advocates
- For the Respondent: Sri Andapalli Sanjeev Kumar, Advocate

AWARD

This petition under Sec.2 A (2) of the I.D. Act, 1947 has been filed by Sri Shappidi Narasinga Rao, Ex. Driver

challenging illegal retrenchment/termination by the management on 11-9-2004.

2. Petitioner filed claim petition stating therein that he was engaged under the management of Respondent. His services were terminated on the ground of non-existence of work on 11-9-2004. He was working as Tata Sumo driver, which run later by Y. Appa Rao and some other drivers through precision management council a contractor to Respondent No. 2. Though management has affixed notice in HPCL site on the maintenance shed doors informing the workman that they will give full and final settlement w.e.f. 11-9-2004 after 5 PM, which Petitioner objected and refused to receive the same, the workman was not served personally with any retrenchment notice termination notice or full and final settlement notice. Petitioner along with 4 other workmen filed writ petition against the Respondents in the Hon'ble High Court of A.P., Hyderabad, the same WP No. 17278/2004 disposed on 1-12-2004 directing the Respondents to engage the workmen on priority basis if the work is still existing. But the work was still going on in the HPCL site by engaging contract drivers without engaging the Petitioner. Petitioner along with 4 other workmen raised industrial dispute before ALC(C), Visakhapatnam on 30-12-2004 which ended in failure. Hence this petition.

3. Respondents filed counter statement stating therein that Petitioner was engaged as contract labour as Driver on 5-10-1998 for a temporary period at HPCL site. Petitioner was not given any appointment order at any point of time as he was working on contract basis. The Respondents have served retrenchment orders along with a cheque for terminal benefits to the Petitioner through registered post acknowledgement due and the Petitioner refused to receive the said notice and cheque, which returned with an endorsement that the party refused to receive. As such, the petition be dismissed as devoid of merits.

5. Petitioner has filed rejoinder stating therein that the retrenchment notice has been issued by Respondent as such, he was the employer to the Petitioner.

6. Petitioner filed chief examination affidavit in support of his claim. He has filed xerox copies of documents EX.W1 to W8 and he has been cross-examined by the counsel for the Respondents. Respondents have filed chief examination affidavit of Sri Probal Majumdar, Project Manager.

7. Case is fixed for cross-examination of Respondent's witness. On 19-4-2012 both counsels filed joint memo stating therein that this case has been settled out of Court as such, they do not want to proceed with the case. As per the terms and conditions of the said settlement deed the amounts as agreed upon are paid through account payee cheques to individual workman concerned to a tune of Rs. 1,50,719.19 ps. Hence, the case is decided in light of

joint memo as settled out of Court between parties concerned as such, this award is passed according to terms of joint memo. Hence, this award.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 19th day of April, 2012.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WWI: Sri Shappidi Narasinga Rao	MWI: Sri Probal Majumdar

Documents marked for the Petitioner

- EX.W1: Copy of Settlement filed by Respondent in the Hon'ble High Court dt. 17-9-2004
- EX.W2: Copy of management's notice reg. settlement dt. 11-9-2004
- EX.W3: Copy of 2nd retrenchment notice filed in Hon'ble High Court dt. 11-9-2004
- EX.W4: Copy of orders in WP No. 17278/2004
- EX.W5: Copy of representation of WW 1 to ALC(C) dt. 17-12-2004
- EX.W6: Copy of representation of WW1 to ALC(C) dt. 30-12-2004
- EX.W7: Copy of representation of WW1 to ALC(C) dt. 23-2-2005
- EX.W8: Copy of minutes of conciliation dt. 10-3-2005

Documents marked for the Respondent

NIL

नई दिल्ली, 22 जून, 2012

का.आ. 2402.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जनरल मैनेजर, डिपार्टमेंट ऑफ टैलीकॉम, होशियारपुर के प्रबंधन के संबंध में उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चण्डीगढ़ के पंचाट (संदर्भ संख्या 317 और 318/2005) को प्रकाशित करती हैं, जो केन्द्रीय सरकार को 22-6-2012 को प्राप्त हुआ था।

[सं. एल-40012/22 और 24/2000 आई आर (डीयू)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 22nd June, 2012

S.O. 2402.—In pursuance of Section 17 of the Industrial Dispute Act, 1947, the Central Government hereby publishes the Award (Ref. No. 317 & 318/2005) of the Central Government Industrial Tribunal/Labour Court, No. II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the of General Manager, Dept. of Telecom, Hoshiarpur and

their workman, which was received by the Central Government on 22-6-2012.

[No. L-40012/22 & 24/2000-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

Present: SRI A.K. RASTOGI, Presiding Officer.

1. Case No. I.D. 317/2005
Registered on 12-8-2005.
Shri Gurjit Singh,
C/o Sh. N.K. Jeet, President,
Telecom Labour Union,
Mohalla Hari Nagar
Lal Singh Basti Road, Bhatinda.
2. Case No. I.D. 318/2005
Registered on 12-8-2005
Sh. Jatinder Singh,
C/o Sh. N.K. Jeet, President,
Telecom Labour Union,
Mohalla Hari Nagar
Lal Singh Basti Road, Bhatinda.

...Petitioners

Versus

The General Manager, Department of Telecom,
Hoshiyarpur

...Respondent

APPEARANCES

For the workman Sh. Arun Batra Advocate.
For the Management Sh. G.C. Babbar Advocate.

AWARD

Passed on June, 82012

Central Government vide Notification No. L-40012/22/2000/IR(DU) and No. L-40012/24/2000/IR(DU) both Dated 30-5-2000, by exercising its powers under Section 10 Sub Section (1) Clause (d) and Sub-Section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal :—

ID No. 317/2005

“Whether the action of the General Manager, Telecom, Hoshiyarpur in ordering disengagement/termination of services of Sh. Gurjit Singh a workman engaged through contractor Sh. Ashok Kumar Sharma, w.e.f. 1/3/1999 is legal and justified? If not, to what relief the workman is entitled and from which date?”

ID No. 318/2005

“Whether the action of the General Manager, Telecom, Hoshiyarpur in ordering disengage-

ment/termination of services of Sh. Jatinder Singh a workman engaged through contractor Sh. Ashok Kumar Sharma, w.e.f. 1-3-1999 is legal and justified? If not, to what relief the workman is entitled and from which date?”

Since in both the cases the common questions of law and fact are involved hence, they are being decided by common award.

As per claim statements the claimants were serving as Cable Jointer from different dates in the Hoshiyarpur SSA on monthly wages on a permanent job. On 28-2-1999 their services were terminated without notice, chargesheet, inquiry and compensation against the provisions of the Act. While terminating the services of the claimants the juniors were retained and even new hands were recruited. They have challenged their termination and have prayed for reinstatement with continuity in service and back wages etc.

The claims were contested by the respondents. on the ground that Telecom Department is not an industry and the claimants are not workman. They were neither engaged nor recruited and nor paid by the management. The management had entered into a contract with one Ashok Kumar Sharma for providing the labour for performing the emergency work. The payment was made to the contractor and the claimants might have been engaged by the Contractor who may have been making the payments to the claimants. There is no relationship of master and servant between the management and the claimants. There is no question of retaining the juniors and the management has not violated any provision of industrial laws. The claimants have no case.

The claimants filed a rejoinder to the reply of the management to say that the alleged contract and the Contractor was just a dubious intermediary and the real employer was the respondent. Moreover neither the contractor nor the respondent-management were licensed/registered with the competent authority under the Contract Labour (R & A) Act. The respondent-management exercised complete supervision and control over the work of the claimants allotted the work to them and decided the nature of the work and also made payments of wages. The management has been maintaining the complete records of attendance and all the work performed by the claimants. The management is an industry and the claimants are workman.

In support of their respective claims the claimants filed their affidavits while on behalf of management affidavit of Ashok Kumar SDO were filed. In ID No. 317/2005 the claimant gave his statement also and proved his affidavit but in ID No. 318/2005 the claimant did not appear for his statement. Management witnesses gave their statements. Subsequently, both the claimants stopped attending the cases and vide order dated 21-4-2011 both the cases were ordered to proceed ex parte against the concerned workman.

I have heard the learned counsel for the management and perused the evidence on record. The learned counsel for the management did not press the plea taken by the management in its reply that the claimants are not workmen and the respondent management is not an industry. In fact after the decision of the Hon'ble Supreme Court in *General Manager, Telecom Vs. S. Srinivasan Rao and others* 1998 (1) SC Services Law Judgments 106 there remains no scope for disputing the industry status of the Telecommunication Department.

The important question is whether the claimants are the employees of the respondent-management and there is a relationship of master and servant between the latter and the claimants.

It is settled proposition of law that where a person asserts that he was a workman of the Department and it is denied by the Department, it is for the workman to prove the fact and it is not for the department to prove that the workman was not an employee of the Department but of some other person. So in the present case the burden of proof was on the claimants to establish the master and servant relationship between respondent and them.

At one time the supervision and control used to be considered as a *prima facie* test for determining the relationship of employee and employer but as the Hon'ble Supreme Court in *Workman of Nilgiri Cooperative Marketing Society Limited Vs. State of Tamil Nadu* 2004-II-LLJ253 observed that "no single test—be it control test organization test or any other test was determinative test for determining the jural relationship of employer and employee." The Hon'ble Court held that, the court is required to consider several factors which would have a bearing on the result: (a) who is appointing authority? (b) Who is pay master? (c) Who can dismiss? (d) How long alternative service lasts? (e) The extent of control and supervision (f) the nature of job e.g. whether it is professional or skilled work? (g) Nature of establishment? (h) The right to reject.

In the present case there is no evidence to show that the claimants worked under the supervision and control of the respondents, they had been appointed by the respondent management and were paid wages by it, management-respondent terminated their services and it had disciplinary control over the claimants. In both the cases the claimants have filed photocopies of the Attendance Register and in ID No.317/2005 the workman in his statement has placed reliance on it. While in ID No.318/2005 the concerned workman Jatinder Singh did not appear in evidence and simply filed the copies of the Attendance Register. Genuineness of the documents however could not be established in any case. So there is no ground to accept the plea of the workman that they were employees of the respondent-management and their services were terminated by the respondent.

As there is nothing on record to show that there was any relationship of employer and employee between the respondent-management and the claimants and the services of the claimants were terminated by the respondent-management, hence, the question of determining the legality and justification of the termination of the services of the claimants does not arise. The references accordingly are decided against the workmen. They are not entitled to any relief. Copy of the award be placed on the record of each of the ID i.e ID No.317/2005 and 318 of 2005.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 26 जून, 2012

का.आ. 2403.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मध्य रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 25/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-6-2012 को प्राप्त हुआ था।

[सं. एल-41012/150/2003-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 26th June, 2012

S.O. 2403.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 25/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of Central Railway and their workmen, received by the Central Government on 26-6-2012.

[No. L-41012/150/2003-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/25/04

Presiding Officer: SHRI MOHD. SHAKIR HASAN

Shri Gopichand Kushwaha,
C/o Shri Prem Lal Kushwaha,
House No. 1502, Chandmari Taliya,
Lalmathi, Jabalpur

... Workman

Versus

Divisional Railway Manager,
Central Railway,
Jabalpur

... Management

AWARD

Passed on this 23rd day of May, 2012

1. The Government of India, Ministry of Labour vide its Notification No.L-41012/150/2003-IR(B-I), dated 13-2-2004 has referred the following dispute for adjudication by this tribunal:—

“क्या मण्डल रेल प्रबंधक, मध्य रेलवे, जबलपुर, म.प्र. के प्रबंधन द्वारा श्री गोपीचन्द कुशवाहा, भूपू. बंगला प्यून को दो वर्ष निरन्तर सेवा में रखने के पश्चात् नियमतीकरण का लाभ न देकर दिनांक 29-10-2002 से सेवाएं समाप्त किए जाने की कार्यवाही न्यायोचित है। यदि नहीं तो संबंधित कर्मकार किस अनुतोष का हकदार है?”

2. The case of the workman, in short, is that he was initially appointed in the service of the management on 12-7-2000 as Bungalow Peon. He was entrusted the duty in the Bungalow of Chief Personnel Officer, West Central Railway, Jabalpur who was also ADRM. Shri D.K.Saraf was the then Chief Personnel Officer-cum-ADRM. He worked with full satisfaction as Bungalow Peon and continued to work till August 2002. After the transfer of Shri D.K. Saraf, he was served with a show-cause notice for termination of his service and was terminated from his service vide order dated 20-10-2002 after expiry of the period of one month. He had completed more than two years on the post of Bungalow Peon and was appointed against a sanctioned vacant post. His services could not be terminated without following the prescribed procedure contained in Railway Service (Discipline and Appeal) Rules, 1968. It is stated that the workman was issued show cause notice dated 20-8-2002 alleging therein that he was not performing his duties properly attaching a stigma on his service careers and therefore the order of termination is bad in law. It is submitted that the workman be reinstated with consequential benefits.

3. The management appeared and filed Written statement to contest the reference. The case of the management, inter alia, is that the workman was appointed on 12-7-2000 as Bungalow Peon to Chief Personnel Officer and subsequently his services were transferred to ADRM Shri D.K.Saraf. His services were purely on temporary basis and liable to be terminated at any time without assigning any reason. His services were to be scrutinized after completion of three years before his regularization. He worked only for a period of one year and three months. He had been terminated w.e.f. 29-10-2002 after serving one month notice and after payment of 30 days wages in accordance with the provision of Industrial Disputes Act, 1947 (in short the Act 1947). His service was also not found satisfactory. It is true that Shri D.K.Saraf was transferred from Jabalpur to Lucknow and he was substitute Bungalow Peon on temporary basis. As such he was terminated after following the procedure of Railway Services (Discipline and Rule) Act, 1968. On the above grounds, the workman is not entitled to any relief.

4. On the basis of the pleadings of the parties, the following issues are framed-

- I. whether the action of the management in terminating the services of the workman instead of regularizing him w.e.f. 29-10-02 is justified?
- II. To what relief, if any, the workman is entitled?

5. Issue No. I

On the basis of the pleadings of both the parties, it is evident that the following facts have been admitted by the parties which are not required to be proved.

1. The workman Shri Gopichand Kushswaha was appointed as a Bungalow Peon on 12-7-2000 on the basis of monthly salary.
2. He was performing the duty as Bungalow Peon of ADRM Shri D.K.Saraf who was transferred in July 2002 from Jabalpur to Lucknow.
3. He was served with a month of notice of his termination on 20-8-2002.
4. He served as Bungalow Peon for a period of two years and three months only.
5. He was paid retrenchment compensation in accordance with the provision of Section 25 F of the Act, 1947.
6. He was terminated from service vide order dated 29-10-2002 with immediate effect.

6. Before discussing other evidence, it is relevant to see the terms and conditions of his appointment. The workman has filed the appointment letter dated 12-7-2000. The same has been admitted by the management which is marked as Exhibit W/1. The following are the terms and conditions of Bungalow Peon.

“In terms of HQ's L.No.HPB/581/R/BP dated 4-2-98 the terms and conditions of Bungalow peon is as under :—

- (i) His services are purely on temporary basis and liable to be terminated at any time without assigning any reason.
- (ii) He should be screened after completion of three years service. The number of service (years/months) rendered by Bungalow Peon before his regularization, should be indicated in his transfer order, if he is transferred before completion of three years service.”

Thus it is clear that he was appointed purely on temporary basis as substitute (fresh face) Bungalow Peon. His services were liable to be terminated without assigning any reason before three years service.

7. Exhibit W/2 is the notice dated 20-8-2002 whereby the workman was informed that his service is no longer required by the management. The learned counsel for the workman argued that notice shows that it is alleged that he was not properly doing work and was creating

obstruction against the terms and conditions of the service. It is submitted that it is a stigma and therefore the termination of the workman without departmental enquiry appears to be illegal. It is clear that there is no case of the workman nor any evidence is adduced that the workman had controverted the allegation by giving reply to the management. The learned counsel for the management urged that it is not a termination letter whereas the termination was not done on this basis rather he was a substitute Bungalow Peon and before regularization, he was liable to be terminated without assigning any reason. The termination letter does not show that he was terminated on the basis of misconduct and thus there was no stigma on his termination. I agree with the argument of the learned counsel for the management because the termination letter is to be seen to consider that he was terminated on the basis of any stigma or not.

8. Exhibit W/3 is the termination letter dated 20-10-2002. This document is also admitted by the management. The said termination letter shows that ADRM Shri D.K.Saraf was transferred to Lucknow as ARDSO Lucknow and no Bungalow Peon was attached to the said post as such his service was not required. The said termination letter further shows that his services were not completed for three years and therefore his services were terminated in terms and condition of his appointment after giving one month notice and after payment of retrenchment compensation in accordance with Section 24 F of the Act, 1947 and it was not on the basis of any stigma in the service. I find that there is no illegality in his termination by the management.

9. Exhibit W/4 is the payment slips. This document is also admitted by the management. This document shows that he was paid salary on monthly basis. Exhibit W/5 is the proposal for engagement of the workman as Bungalow Peon. The said proposal was given by Shri D.K.Saraf, the then CMT/WCR for his Bungalow Peon. This is filed to show that he was appointed against sanctioned vacant post. The learned counsel for the management urged that Bungalow Peon was attached to the post of CME/WCR and as such Shri D.K. Saraf gave a proposal for processing to engage the workman but his appointment was purely on temporary basis on the terms and conditions as enumerated in his appointment letter (Exhibit W/1). This does not show that he was appointed on permanent basis as Bungalow Peon. Thus the documentary evidence clearly shows that the action of the management in terminating his service instead of regularization is justified.

10. The workman Shri Gopichand Kushwaha is examined in the case. He has supported his case in examination-in-chief. He has admitted all the documents filed by him. He has stated that he was given a notice termination. In cross-examination, he has stated that he

was terminated from service and compensation was paid. This shows that the workman was terminated after complying the provision of Section 25-F of the Act, 1947. Thus his evidence also establishes the case of the management that his termination is legal and justified.

11. On the other hand, the management has filed the circular for appointment and regularization of Bungalow Peon which is marked as Exhibit M/1. The following extracts are the terms and conditions for engagement of Bungalow Peon vide circular letter dated 11-6-96

- (1) The officers who are entitled to Bungalow Peon are allowed to pick candidates, in whom they have trust, in case that post is vacant and is not occupied by a person appointed by the earlier incumbent of the Administrative grade post. The candidate as chosen should be between 18 to 28 years of age (18 to 33 years in case of SC/ST). The officers appointing them should satisfy themselves that the candidates bear good moral character and have not come to adverse notice pending verification of their characters and antecedents in the usual course.
- (4) When an officer gets transferred from one Railway to another Railway or ceases to be eligible for a Bungalow Peon, the Bungalow Peon, if regularized after 3 years continuous service, will be retained in the same department against an available vacancy. In case no vacancy is available, the Bungalow Peon sanctioned in respect of the Gazetted post from which the officer is transferred out of the Railway or to the post to which Bungalow Peon is attached. The new incumbent of the Gazetted post shall be eligible to appointing a new Bungalow Peon only after the existing Bungalow Peon is adjusted in the same department.
- (5) The service of a substitute Bungalow Peon who has not rendered 3 years service and who is not in turn for appointment to any other Class IV post on the basis of his selection for appointment to such post, may be terminated without assigning any reason, either on the transfer of the officer to whom he is attached or earlier, after giving requisite notice and paying retrenchment compensation due to admissible under the extant Rules."

Thus it is clear that the Bungalow Peon before three years can be terminated on the transfer of the Officer to whom he was attached after giving requisite notice and paying retrenchment compensation. Admittedly he was appointed on the proposal of Shri D.K. Saraf and was attached as his Bungalow Peon. Admittedly Shri D.K. Saraf had been transferred to Lucknow and the workman had not completed three years of his service. As such the termination of the workman is justified.

12. The management has examined one witness. The management witness Shri R.D.Sharma is working as Sr. Personnel Officer. He has supported the case of the management. He has stated that Shri Gopi Chand Kushwaha was engaged as fresh face Bungalow Peon purely on temporary basis as substitute w.e.f. 12-7-2000. He was noticed on 20-8-2002 for his termination and was terminated on 29-10-2002 by paying him retrenchment compensation. His evidence supports the case of the management. He is cross-examined at length but there is nothing to disbelieve his evidence. Considering the entire evidence of both the parties, it is clear that the termination of the workman is legal and justified. This issue is decided against the workman and in favour of the management.

13. Issue No. II

On the basis of the discussion made above, it is clear that the workman was rightly terminated from the service by the management. I find that the workman is not entitled to any relief. Accordingly the reference is answered.

14. In the result, the award is passed without any order to costs.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 26 जून, 2012

का.आ. 2404.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार फ्रन्च बैंक बिल्डिंग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2, मुम्बई के पंचाट (संदर्भ संख्या 17/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-06-2012 प्राप्त हुआ था।

[सं. एल-12012/259/2005-आई आर (बी-1)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 26th June, 2012

S.O. 2404.—In pursuance of Section 17 of the Industrial Disputes Act, 1947(14 of 1947), the Central Government hereby publishes the Award (Ref. 17/2006) of the Central Government Industrial Tribunal No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of French Bank Building and their workmen, received by the Central Government on 26-06-2012.

[No. L-12012/259/2005-IR (B-1)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT: K.B. KATAKE, Presiding Officer

Reference No. CGIT-2/17 of 2006

Employers in Relation to the Management of
Bankque De Nationale Paris

The Head- HR BNP PARIBAS
Bankque De Nationale Paris
French Bank Building
62, Homji Street
Fort, Mumbai 400001.

AND

Their Workmen.

The General Secretary
French Bank Staff Union
C/o. Bankque Nationale De Paris
French Bank Building
62, Homji Street, Fort Mumbai-400 001.

APPEARANCES:

For the Employer : Mr. N.H. Samant,
Advocate.

For the Workmen : Ms. Ranjana Todankar,
Advocate.

Mumbai, dated the 8th May, 2012.

AWARD

The Government of India, Ministry of Labour & Employment by its Order No. L-12012/259/2005-IR (B-1), dated 27-2-2006 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of BNP Paribas, Mumbai by not issuing the notice under Section 9-A of the Industrial Disputes Act, 1947 and abruptly changing the mode of salary payment of the staff is justified? If not, what relief the union i.e. French Bank Staff Union is entitled to?”

2. After receipt of the reference, notices were issued to both the parties. Both the parties appeared through their respective legal representatives. Second party Union filed their statement of claim at Ex-7. According to the union the first party Bank has not given ‘Notice of change’ as required under the provisions of Section 9-A of the industrial Disputes Act, 1947 for changing the mode of

payment of wages and for changing the usage of paying the workers their wages by crediting the same in their account in the Bank. The said change in the conditions of service brought about by the Bank is therefore illegal. Therefore they prayed to restrain the first party Bank from closing the workers' accounts and also direct the Bank to pay wages to the workers by crediting the same in their account in the Bank.

3. First party management resisted the statement of claim vide their written statement at Ex-10. According to them the reference is not maintainable and deserves to be dismissed in limine because opening of bank accounts by the concerned persons was purely contractual like any other contract for opening of a bank account. Operation of savings Bank accounts and other accounts are not the service conditions of the concerned employees which can be seen from the appointment letters of the concerned workmen. The terms and conditions for service of the concerned employees are governed by bipartite settlements entered into between the Bank and the union from time to time. There is no clause in any settlements with regard to opening or closing of Bank accounts of the employees and therefore it cannot be a service condition. According to the first party, the decision to close down the said retail accounts including savings accounts in phased manner was implemented after taking permission from the Reserve Bank of India. They further denied all the contentions and allegations made by second party in the statement of claim and prayed to reject the reference as meritless.

4. Second party union filed rejoinder repeating all the contentions made in the statement of claim.

5. Issues were framed by my Ld. Predecessor at Ex-18. Thereafter matter was fixed for evidence of second party union. Today both parties filed joint purshis Ex-39 enclosing Memorandum of settlement dated 01-03-2012. Vide Ex-39 both parties prayed to dispose of the reference as the dispute has been amicably resolved/settled out of court between parties in view of clause 15 of the said settlement.

6. Since the dispute has been resolved amicably and there is no dispute, I think it proper to dispose of the reference. Thus I pass the following order:

ORDER

Reference stands dismissed as per Memorandum of settlement Ex-39.

Date: 8-5-2012

K. B. KATAKE, Presiding Officer

नई दिल्ली, 27 जून, 2012

का.आ. 2405.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मध्य रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध

में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, सोलापुर के पंचाट (संदर्भ संख्या 2/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-06-2012 को प्राप्त हुआ था।

[सं. एल-41012/79/2004 आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 27th June, 2012

S.O. 2405.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 2/2004) of the Industrial Tribunal, Solapur as shown in the Annexure in the Industrial Dispute between the management of Central Railway and their workman, which was received by the Central Government on 27-06-2012.

[No. L-41012/79/2004-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE HON'BLE MEMBER, INDUSTRIAL COURT, SOLAPUR.

Ref. (I.T.) No. 02/2004

The Works Manager,
Railway Workshop, Central Railway,
Kurduwadi-413208,
District: Solapur (Maharashtra).

...First Party

VERSUS

The Chairman, Rail Kamgar Sena,
Workshop Branch,
Kurduwadi-413208,
District: Solapur (Maharashtra)

...Second Party

(Reference under Clause) of Sub-section (1) and Sub-Section (2a) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947)

Coram : S.J. Kale, Member,
Industrial Court, Solapur.

APPEARANCES:

Shri G.H. Kulkarni & V.A. Deshpande,
Advocates for the First Party.
Shri R.G. Mhetras & Shri V.A. Londhe, Advocates
for the Second Party.

AWARD

(Delivered on: 14-12-2011)

1. In exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government has referred the dispute for adjudication to this tribunal. The Central Government i.e. the Appropriate Government is of the opinion that, an industrial dispute exists between the employer in relation to the management of Central Railway and their workmen in respect of the matter specified in the Schedule which reads as under:

SCHEDULE

"Whether the action of the management of Kurduwadi workshop, Central Railway in improperly operating the cadre of JE-II by operating the post of JE-II in other trade and not holding the selection for the post of IE-II for the machine shop and denying the promotion to the concerned employee Sh. Sawant S. M. is legal and justified? If not, to what relief the concerned workman is entitled to?"

2. On receipt of the order regarding the reference, the then Presiding Officer (Shri. S. G. Kadam), issued notices to the concerned parties. (The employer is referred as the 'First Party' and the Chairman, Rail Kamgar Sena, Work Shop Branch, would be referred as the 'Second Party', hereinafter).

3. They have appeared with their counsels. The Second Party has submitted the statement of claim (Exh.U-11). The First Party has subsequently filed the written statement (Exh.C-8)

THE GENESIS OF THE DISPUTE ARE AS UNDER

4. The Second Party claims to be a registered union having No. A.L.C. Karyasun 17-1630, having affiliation with Hind Kisan Kamgar Sena. It is looking after the welfare and the interest of its member in day to day establishment affairs, such as, posting, promotions, seniority and such other matters connected with labour establishment in the workshop at Kurduwadi. The First Party is responsible for day to day functioning of the workshop, production and its output. He is also responsible for labour activities and harmonical relation of labour in the industry. The Chief Workshop Manager is having his office at Parel workshop at Parel. The Chief Mechanical Engineer of Central Railway is having his office at C.S.T., Mumbai. The Party No. 1 is working under the administrative control of the Chief Workshop Manager/Parel or Matunga and Chief Mechanical Engineer of Central Railway Mumbai C.S.T. They are all responsible for their inter-se seniority of various categories of trade.

5. The Second Party has raised an industrial dispute in respect of an employee Shri S. M. Sawant, working at the workshop of First Party. The Second Party has challenged the action taken by the First Party in promoting Shri. S.M. Sawant as 'Basic Training Centre (B.T.C.) Instructor, an ex-cadre post and his reversion/demotion to his own cadre in the same grade by reducing his pay without any penal action by way of D. & A proceeding, thereby, inter-alia causing stigma on the service condition of Shri S. M. Sawant.

The facts leading to the dispute are that : Shri S. M. Sawant was appointed in a workshop as a 'Khalashi' and he was promoted to the post of H. S. Grade-I—Mechanist on 13-4-1989, in Grade Rs. 1320-2040 (RPS). Thereafter, he was placed on the panel for appointment to the post of

B.T.C. Instructor (Ex-cadre) in pay scale of Rs. 1400-2300 (RPS). The selection was conducted by the headquarter's office and the panel has been approved by Deputy Chief Mechanical Engineer (R)/Parel on 29-1-1993. It is specifically submitted that, the post of B.T.C. Instructor is an ex-cadre post, it was not a tenure post, having any fixed period. Shri S. M. Sawant was ordered to officiate on the said post of B.T. C. Instructor as per letter dated 24-1-1994, issued by first party, as one Shri V. Rangaswamy the then B.T.C. Instructor proceeded on 36 days of leave. Thereafter, Shri Sawant was ordered to join and take the charge of the said post on permanent basis by letter dated 27-6-1995, issued by first party. The said post was promotional post without creating any right in favour of Shri S. M. Sawant. As per rule, the lien of the employee will have to be maintained in the parent cadre i.e. Machine cadre, unless the lien is terminated at the written request of the employee himself.

6. It is contended that, as per the order, the post of B.T.C. Instructor was shown as temporary in nature, creating no right in favour of Shri S.M. Sawant. Consequently, Shri Sawant was having lien in his parent machine cadre for all purposes. He continued on the said post of B.T.C. Instructor for more than 5 years.

7. It is also claimed that, Shri Sawant while working as a B.T.C. Instructor, was never called for any selection during the period from 1-7-1995 to 2-2-2001, in his parent cadre. The first party had ordered number of promotions in the machine cadre to accommodate their favourites during the period of 5 years and 7 months when Shri Sawant was working as B.T.C. Instructor. He was never called for any selection nor his lien was maintained in machine cadre.

8. It is the case of the Second Party that, the First Party ought to have assessed the vacancies of Charge man-B that are likely to fall vacant either due to superannuation, death or other departmental action, well in advance and should have issued notification thereof. It is claimed that, only two vacant post of Charge Man—B, in the pay scale of Rs. 5000-8000 (RSPS) one Shri I.I. Kazi, an office bearer of other rival union was promoted on ad-hoc basis from 18-2-1991 and other post has been filled by Apprentice Machanic from market. According to him, the person taken from market ought to have been accommodated in other trade also. However, by-keeping grudge in mind, the then officer, in order to deprive the legitimate right of Shri Sawant, the First Party played a trick by relieving him to ex-cadre post so that, said Shri S.M. Sawant filled promoted and first party may be at liberty and will be able to accommodate persons of his choice.

9. It is claimed that, the post of Chargeman-B is a selection post. It is to be filled in by the act of positive selection. Instead of following that procedure, Shri Kazi was promoted on ad-hoc basis which in itself highly irregular. Shri Kazi had appeared for the said selection.

But, did not qualify for three times. Even then, his promotion was regularized from December 1997. As a matter of rule, if any candidate did not qualify the regular selection, he should have been reverted back and fresh list of candidate may be called for and selection should have been conducted from amongst the candidates below. By not following this procedure, the first party has deprived the legitimate right of the candidate including Shri S.M. Sawant for very long period. The said selection post was kept vacant since 1991 and making an ad-hoc promotion of Shri Kazi, subsequently, regularized him in the year 1997, Shri Sawant has been deprived of his promotion from the year 1997. In fact, as per instructions of the Railway Board, no one should be promoted unless he should complete 2 years in that cadre. However, in case of Shri Kazi, this rule was not made applicable and he was simultaneously promoted to the post of Charge man—A in the year 1997, itself.

10. According to the Second Party, the pay scale to B.T.C. Instructor is equivalent in grade to the post of Charge man-B. During the period of 5 years and 7 months, the first party had conducted selection of ex-cadre post, such as, Progress Supervisor in the pay scale of Rs. 6500-10500 (RSRP). The essential qualification for the said post was that one should be in pay scale of Rs. 5000-8000 (RSRP). Shri Sawant was working as B.T.C. Instructor in the pay scale of Rs. 5000-8000. However, he was not called for and considered for this ex-cadre post, so as to engage other candidates of the choice of first party.

11. It is also contended that, the first party has applied different yardsticks while carrying out the process of promotion e.g. promotion of Shri Mohan Ganpat Survase, Charge man-B, from Mill Wright trade, was working as a Progress Supervisor in ex-cadre post drawing basic pay of Rs. 6000 per month in the pay scale of Rs. 1400-2300 was promoted temporarily as a Charge man-A on Rs. 1650 on pay scale of Rs. 1600-2660 and he was assigned seniority over Shri C.S. Shinde, a Charge man-A. In this case, an ex-cadre candidate has been promoted and given special privilege to seek promotion from ex-cadre post in the cadre post. The Second Party has requested to follow the same rule and principle in the case of Shri S.M. Sawant as he was also working in ex-cadre post and all the while his grievance was to absorb him from ex-cadre to in-cadre post by giving suitable promotion in his own cadre. In fact, Shri Sawant was entitled to and due for promotion of Charge man-B, since 1997, when Shri Kazi was promoted and regularized as a Charge man-A. Therefore, since that date, Shri Sawant is entitled to proforma fixation.

12. Shri Mohan Ganpat Survase, Charge man-B, Mill Wright trade, was given proforma fixation of the grade. However, the said principle was not applied to the case of Shri S. M. Sawant. Even though, Shri Survase was also working on ex-cadre post, the pay scale of Shri Sawant has been reduced. In fact, the said post of B.T.C. Instructor

being not a tenure post, the pay scale of Shri Sawant should have been protected. He should have also been given reaching allowance, during the period of his working as B.T.C. Instructor. Thus, there are number of cases of favouritism and unique action like that of Shri Survase and Shri Kazi.

13. In view of the aforesaid grounds, the Second Party has claimed that, the First Party has committed the unfair labour practices by following the colourable exercise of law, and thereby, applying one set of law for one employee and another set of law for another employee which itself is illegal and against the principles of law. The First Party has committed undue favour to Shri Kazi and Shri Survase and at the same time committed grave injustice to Shri S.M. Sawant. Consequently, the Second Party has prayed that, the First Party may be directed to apply the principles and rules at par with Shri Survase. The Second Party may be directed to pay the reaching allowance to Shri Sawant since 1995 to 2001. The First Party may be directed to give proforma fixation since 1997, when Shri Kazi was promoted as a Charge man-A. The first party also be directed to get pay protection to Shri S.M. Sawant as B.T.C. Instructor is not a tenure post and Shri Sawant was repatriated to his cadre at his own request. Accordingly, his pay fixation may be made without any reduction.

14. The First Party has strongly opposed the contentions of the Second Party by filing the written statement (Exh.C-8). According to them, the Second Party has no locus-standi to represent the workers of the First Party as it has neither legal nor true or correct status. Their claim is also barred by limitation. The court cannot go beyond the order of reference. Hence, the relief claimed by the Second Party cannot be entertained in the proceeding. It is also contended that the reference is bad for non-joinder of necessary and proper party. The workers-employees are likely to be affected by the present reference and its ultimate decision are necessary and proper parties to the proceeding. According to them, the Union of India representing the Central Railway is the necessary and proper party, and as such the present reference is not maintainable.

15. Shri S. M. Sawant while working as 'Master Craftsman' selected for the post of B.T.C. Instructor grade of 5000-8000 (RSRP) in Kundwadi workshop since 1995, which was an ex-cadre post. After completion of tenure of period, he was repatriated to the parent cadre on 31-1-2001 as HSK grade-I. No selection was called for any trade in JE-II, grade of Rs. 5000-8000 (RSRP), in Kundwadi workshop after 1-2-2001. Shri Sawant is not selected/considered/empanelled for promotion which is available by three modes.

16. It is also claimed that, when Shri S.M. Sawant was working as B.T.C. Instructor during 1-7-1995 to 2-2-2001, there was a selection for the post of JE-II/Charge-

B grade of Rs. 5000-8000 (RSRP) in Mechanist Trade for one post against 25 % ranker quota as per 1 : 3 ratio, staff were called for selection. Shri Sawant was at Sr. No. 7 of the seniority list of Mechanist Trade, and as such, he was not coming under the zone of consideration, and hence, he was not called for the said selection.

17. It is also claimed that Shri I.I. Kazi was promoted on ad-hoc basis from 18-2-1991, against the vacancy and he was considered being a senior-most candidate in the seniority list. It is also submitted that, Shri S.M. Sawant had opted for the post of B.T.C. Instructor (Ex-cadre), and accordingly, after due selection procedure, he was empanelled as B.T.C. Instructor w.e.f. 1-7-1995, and as such, there is no any trick played by the First Party. It is further submitted that, selection was held in the year 1996 for the trade Mechanist/Loco Fitter/C & W Fitter, however, no one was qualified in the written examination. In 1997, there was selection held for the post of JE-II, scale of Rs. 1400-2300 (RPS) in Mechanist Trade, wherein, Shri I. I. Kazi was qualified and empanelled for the said post.

18. Shri S. M. Sawant was working as HSK Grade-I, grade of Rs. 4500-7000 (RSRP) in the substantive grade in Mechanist Trade, and subsequently, was opted for ex-cadre post of B.T.C. Instructor grade of Rs. 5000-8000 (RSRP). On repatriation, he was promoted as Master Craftsman grade of Rs. 5000-8000 (RSRP), and subsequently, he empanelled as JE-II, Grade of Rs. 5000-8000 (RSRP) w.e.f. 10-3-2006 vide CWM Parel's letter. Hence, he is not eligible for any promotion to the post of grade of Rs. 5500-9000 (RSRP) or Rs. 6500-10500 (RSRP) in cadre of ex-cadre post prior to 10-3-2006.

19. It is also submitted that, Shri Mohan Ganpat Survase was promoted as JE-I grade of Rs. 5500-9000 (RSRP) w.e.f. 28-6-1991. He was not assigned seniority over his junior Shri C. D. Shinde (Charge B) of Mill Wright of Parel Workshop w.e.f. 28-6-1991 and sanction was accorded to Shri M. G. Survase being assigned proforma seniority as Charge "A" scale of Rs. 1600-2660 (RPS) from 28-6-1991 i.e. from the date his junior Shri C. D. Shinde, was promoted as a Charge-A. It is further submitted that, when an employee is repatriated from ex-cadre to cadre post, his pay is fixed in the parent cadre with reference to the cadre post. But, Shri Mohan Survase was promoted as progress supervisor scale of Rs. 1600-2600 (RPS) and he also assigned seniority over Shri C.D. Shinde of MWS Parel w.e.f. 28-6-1991 and hence, his pay was increased. In the case of Shri S. M. Sawant, he was repatriated from ex-cadre to cadre post i.e. Master Craftsman w.e.f. 2-2-2001. Hence, his pay was reduced with referring to the cadre post.

20. Shri S. M. Sawant while working as HSK-I scale of Rs. 1320-2040 (RPS), he was selected for the post of B.T.C. Instructor, grade of Rs. 5000-8000 (RSRP) in Kurduwadi Workshop. After completion of tenure period, he was repatriated in his parent cadre i.e. Master Craftsman

(Mechanist Trade) on 31-1-2001. He was not deprived of any promotion by applying conditions and rules at par with Shri M.G. Survase.

21. It is also claimed that, Shri S.M. Sawant is not entitled to the reaching allowance since he was promoted as B.T.C. Instructor from his immediate lower grade. He is not eligible for proforma fixation at par with Shri I.I. Kazi, since Shri Kazi was senior to him.

22. It is claimed that, the first party has not committed any unfair labour practice and all the allegations made in the statement of claim are not true and correct. The First Party has not shown any favouritism to anybody. The claim of the Second Party is not bonafide. Considering all these and other grounds, the reference is liable to be rejected with costs.

23. The Second Party has also filed rejoinder (Exh. U-13) in the background of the written statement submitted by the First Party. According to him, the delay has been caused as there is protracted correspondence between the parties. The matter was moved before the Assistant Commissioner of Labour (Central) Pune, and thereafter, before the Regional Labour Commissioner (Central) Mumbai, by way of reference. The First Party did not accept the claim of the Second Party, and as such, further reference was made to the Ministry of Labour, and as such, there is no delay in the present reference.

24. It is claimed that, Rail Kamgar Sena is a recognized union and the reference of the union has been entertained by Regional Labour Commissioner and Assistant Labour Commissioner. The Second Party has not raised an objection regarding the locus-standi earlier, and as such, the First Party is estopped from taking the said defence.

25. There is no need to make Union of India as a party to the reference. The names of employees reflected in the claim statement are in respect of the retired persons and their rights will not be affected if they are not made party to the present reference.

26. It is also claimed that, Shri Mohan Survase, Charge man-B, Mill Wright trade, was working as a progress supervisor, an ex-cadre post, was promoted temporarily to Charge man-A and he was assigned seniority over Shri C.S. Shinde. In this case, it is specifically pointed out that, an ex-cadre candidate has been promoted and given special privilege to seek promotion from ex-cadre post into cadre-post. The Second Party is requesting to follow the same rule and principle in case of Shri S. M. Sawant, as he was also working on ex-cadre post and all the while his grievance was to absorb him from ex-cadre to in cadre post. It is also claimed that, when Shri Kazi was promoted on ad-hoc basis, and subsequently, was regularized as Charge man-A, Shri Sawant is also entitled to proforma fixation like Shri Mohan Survase, Charge man-B was given such proforma fixation of grade.

27. It is claimed that, Shri Mohan Survase, even though, was working on ex-cadre post, his pay has been raised. However, in case of Shri S. M. Sawant, his pay has been reduced. According to the Second Party, the B.T.C. Instructor post is not a tenure post and the pay of Shri S. M. Sawant should have been protected. He should have been given the teaching allowance. It is claimed that, case of Shri Mohan Survase is not one, but, there are number of cases of favouritism and unique action.

28. The post of Welfare Inspectors and Personnel Inspectors are also ex-cadre posts in Personnel branch. Shri Narayan Pardeshi, Shri B. B. Gaikwad, Shri R. V. Naidu and Shri Saundar Rajan were promoted either as Welfare Inspector or Personnel Inspector. They were senior clerks in clerical cadre and were promoted ex-cadre post of head clerk post and their pay has been protected while giving them promotion.

29. Considering the contentions of the parties, issues came to be framed at Exh. O-7 on 2-7-2010. The Second Party rendered the evidence by way of affidavit at Exh. UW-1. He has been cross-examined at length. The First Party has not led any oral evidence. The Id. senior counsel Shri Londhe for the Second Party has filed detailed written notes of argument (Exh. U-20), besides 11 authorities of the various High Courts and Apex Court. The First Party has also filed written notes (Exh. C-16) and also relied on 6 decisions of various High Courts and Apex Court. I have also heard the oral submissions of the counsels. After considering the evidence, submissions and various principles laid down, I reproduce the issues with my findings thereon for the reason to follow :

No.	Issues	Findings
1.	Whether the action of the management of Kurduwadi workshop, Central Railway, in improperly operating the post of JE-II by operating the post of JE-II in other trade and not holding the selection for the post of JE-II in the machine shop and denying the promotion to the concerned employee Shri Sawant, is legal and justified ?	Yes
2.	If not, to what relief Shri S. M. Sawant is entitled to ?	Does not survive
3.	What award ?	As per final award

REASONS

30. Admittedly, the Second Party while working as HSK-I, was selected for the post of B.T.C. Instructor, in grade of Rs. 5000—8000 (RSRP) in Kurduwadi Workshop w.e.f. 1-7-1995. He worked therefor about 6 years. Thereafter, he was repatriated to his parent cadre as a Master Craftsman on 31-1-2001.

The said post of B.T.C. Instructor as per appointment order Exh.-17, is a promotional post, which was purely on temporary basis and will not create any right to continue in the said post. It is claimed by the Second Party that, it is not a tenure post and it was permanent post. However, the said claim of the Second Party has not been substantiated by any documentary proof. The Second Party in the cross-examination has admitted the contents of appointment letter dated 27-6-1995, vide Exh. U-17 are correct and he has no grievance about the appointment letter. Therefore, the contents of the said appointment letter can very well be looked into. The said appointment letter is in Hindi. The relevant paragraph can very well be reproduced as under :

“उपरोक्त कर्मचारी नोट करें कि यह स्थानापन्न व्यवस्थाएं पूर्ण रूप से अस्थायी तौर पर की गई हैं। और भविष्य में स्थाई-अस्थायी रिक्तियों में उसी पद पर रहने का कोई दावा नहीं कर सकते ना हा उनको वरिष्ठता से पहले उसी पद पर तथा श्रेणी में लगातार रखा जा सकता है, या प्रशासन के हित में इस व्यवस्था का बिना पूर्व सूचना देते हुए समापन किया जा सकता है।”

From the aforesaid condition, it can very well be said that, the said posting is of temporary nature and does not create any right in the Second Party. In the said letter, there is no mention regarding the payment of teaching allowance to the Second Party, despite it has also been admitted in the cross-examination by him. In such situation, there is no question of paying any teaching allowance to him. Apart from this, the Second Party has not filed any other relevant document to show that, the B.T.C. Instructor is entitled to get the teaching allowance. Therefore, the demand of the Second Party regarding the teaching allowance, cannot be considered.

31. The Second Party in the cross-examination has deposed that, he has no idea regarding the promotion channel for the post of JE-II grade. He has also admitted that, he is not selected not considered not empanelled for promotion channel. He volunteered that, he was not informed, but, he did not raise any written grievance about not informing him about such recruitment process. He has also no idea that he is at 7 number in gradation list and he was not considered for the post of JE-II. The xerox copy of office order dated 3-10-1997 (Exh. U-18) filed by the Second Party has been referred by the First Party's senior counsel Shri G.H. Kulkarni in the cross-examination. Therefore, this document can very well also be considered. This office order is pertaining to promotion of Shri I.I. Kazi, Shri Rahim Ahmed and Shri Chandrakant Survase. They were working as junior engineer, grade II and they were put in a panel in the post of junior engineer, grade II, having basic of Rs. 1400—2300. This office order was in pursuance of the letter of Chief Works Manager, Railway Workshop, Central Railway, Kurduwadi. According to the First Party, the promotional posting and salary were given as per the rules,

but, the Second Party has denied the said suggestion. However, he has not filed whatever the exact rules and regulations, which according to him were not followed by the First Party.

From the cross-examination of the Second Party, it also becomes clear that, he is not at aware about the educational qualification of Shri Kazi and Shri Survase and their days of appointment. He is also not aware that, Shri Kazi was at Sl. No. 1 in the seniority list in 1991. He has admitted that, they and he were working in separate cadre. He has also admitted that, he is 6 years senior to him and he was promoted on the basis of seniority and selection process. In the light of such admitted position and Shri Kazi being senior to him, it cannot be said that, Shri Kazi was promoted only on the basis that he is office bearer of rival union. Therefore, the comparison drawn by the Second Party in his evidence with Shri Kazi cannot be accepted and promotion given to Shri Kazi on ad-hoc basis, and then, his regularisation cannot be said to be bias, unjustifiable and partial.

32. It is also the case of the Second Party that when he was working as B. T. C. Instructor in the pay-scale of Rs.5000—8000 (RSRP) which is equivalent to the post of Charge man-B, he should have been considered for the ex cadre post of progress supervisor in the pay scale of Rs. 6500—10500 (RSRP). According to him, the selection to such post should be as per the seniority-cum-suitability basis. But, one Shri Mohan Survase, Charge man - B, who was working as progress supervisor, an ex-cadre post, was promoted temporarily as Charge man-A on the pay of Rs. 1650 per month in pay scale of Rs. 1600—2660 (RSP) and he was assigned seniority over Shri C. S. Shinde. This is a special privilege given to the ex-cadre candidate. But, the same rule and principle has not been followed in respect of the Second Party when he was working as an ex-cadre. According to him, he was entitled to and due for promotion as Charge man-B, since 1997, when Shri Kazi was promoted and regularized as Chageman-A. Therefore, he is entitled to proforma fixation.

It is already discussed above that, Shri Kazi was senior to the Second Party and his name was at the top of the seniority list. Moreover, the reference is particularly concerned with the operation and process of JE-II, it does not appear from office order no. 15 of 1995, dtd. 8-4-1995 that, it has any relevancy regarding this JE-II. Moreover, the Second Party has also failed to present what is his number in the seniority list vis-a-vis Mohan Ganapat Survase.

33. Shri Londhe Advocate for the second party has placed reliance on various authorities, which are as under :

- (i) Bharat Forge Ltd. v/s. Maharashtra General Kamgar Mahasangh (W.P. No. 1610 of 2009, dated 14-6-2010)

- (ii) Chief General Manager, Bharat Sanchar v/s. Industrial Tribunal [W.P. (C) Nos. 14625 of 2004 & 2709 of 2005]
- (iii) Hiralal & ors. v/s. Badkulal & anr. (AIR 1953 Supreme Court 225)
- (iv) Khushalbhai Patel v/s. A firm of Mohamadhussain Rahimbux (AIR 1981 Supreme Court, 977)
- (v) Nathuji v/s. Narendra Vasantjibhai (1981 Mh. L. J. 446, Bombay High Court).
- (vi) Sardar Gurbuksh Singh v/s. Gurdial Singh (1927 P.C. 230 = 29 Bom. LR 1392)
- (vii) Pirgomda v/s. Vishwanath (AIR 1956 251 Bombay High Court)
- (viii) Vidhyadhar v/s. Manikrao & ors. (AIR 1994 SC 1441)
- (ix) Ramdas Oil Mills v/s. Union of India (AIR 1977 SC 638)
- (x) Subhash Maruti Avasare v/s. State of Maharashtra (2006 IND LAW S.C. 705)
- (xi) Canara Bank, Bombay v/s. Eastern Mechanical Works, Bombay [2008 (5)-Mh. LJ. 720]

I would like to discuss these authorities in short. In the first authority of Bharat Forge Ltd. (Supra), the Hon'ble Division Bench of Bombay High Court held that reference can be made by appropriate government at the instance of unrecognized union.

In second authority of Industrial Tribunal (Supra), the Hon'ble Kerala High Court relying on various authorities of Hon'ble Apex Court held that there is nothing in the Industrial Dispute Act, which requires that dispute should be moved by the recognized union.

In third authority of Hiralal (Supra) is regarding the limitation in filing the suit based on acknowledgment of liability. In the forth authority of Khushalbhai Patel (Supra), there was documentary proof regarding privity of contract regarding sale and purchase of goods in dispute. There was evidence that goods sent by plaintiff was received by defendant-firm. This was held to be sufficient to raise a presumption till a contrary is proved.

In fifth authority of Narhuji (Surpra) defendant did not state the facts pleaded in the written statement on oath and avoided to enter into the witness box to prove the fact. This by itself is enough to reject the defence of defendant No.1. It is held that, it is a bounden duty of a party, personally knowing the whole circumstances of the case, to give evidence and to submit to cross examination.

In Sardar Singh's case (Supra) also, the party has not entered into the witness box, she made a full statement before the Assistant Collector. Their Lordships of the Hon'ble Bombay High Court disapproved such practice and held that, the true object to be achieved by a Court of Justice can only be furthered with propriety by testimony

of the party, who personally knowing the whole circumstances of the case can dispel the suspicions attaching to it.

In Pirgonda's case (Supra), the Trial Court rejected the application of the plaintiff regarding summon should be issued to the defendant as its witness. It is observed by the Hon'ble Lordships of the Hon'ble High Court that, normally a party to the suit is expected to step into the witness box in support of its case and if party does not appear in the witness box, it would be open to the Trial Court to draw an inference against him. If a party fails to appear in the witness box, it should normally not be open to his opponent to compel his presence by the witness summons.

In Vidhyadhar's case (Supra), the Hon'ble Apex Court has observed that non-entrance in the witness box by party to the suit for cross examination has adverse inference to the party. In Ramdeo Oil Mills case (Supra), The party failed to produce the accounts as to construction and repairs of building, although duly maintained and adverse inference against the claimants can be drawn for non-production of accounts.

In Subhash Avasare's case (Supra), the Trial Court and the High Court has analyzed evidence of prosecution witness. There was concurrent findings of facts, arrived at by the Court, against the appellant/accused who was convicted against Sections 302 and 323 of Indian Penal Code. The Hon'ble Apex Court did not find any reason to disagree with the finding of the Ld. Sessions Judge and also High Court and accordingly dismissed the appeal. In last authority of Canara Bank (Supra), the defendant did not enter the witness box to state the facts pleaded in the written statement and as such, could not be cross examined. It is held that, defence of the defendant is liable to be rejected.

34. From the aforesaid analysis of the various discussions, it is very much clear that most of the decisions are relating to the adverse inference drawn for non-production of witness or documents. All these authorities, in my view, are not going to help the second party only because first party has not entered into the witness box. There is documentary evidence which can be considered. Moreover, this is the matter under the Industrial Disputes Act, and the reference can very well be decided on the basis of documentary evidence which are mostly pertaining to first party.

35. On the other hand, Shri Kulkarni, advocate of the first party has also placed reliance on the following authorities namely :

- (i) Nedungadi Bank Ltd. v/s. K. P. Madhavankutty & ors. (2001 1 CLR 671 SC)
- (ii) K. K. Srivastava v/s. National Hydroelectric Power Corporation Ltd. & ors. (2004 111 CLR 806 P & H High Court)

(iii) Pushpa and ors. v/s. State of M.P. (2006 LAB I. C. 761 M.P. High Court)

(iv) M. Patel v/s. Addl. Chief Secretary, Health & Family Welfare Deptt. and others (1998 LAB I.C. 1923 Gujarat High Court)

(vi) Ramachandraiah H.R. & anr. V/s. State of Karnataka & others (1998 111 I.J. 885 S.C.)

(vi) Kaushik J Gandhi v/s. Sandesh Ltd. & anr. (2003 1 CLR 1009 Guj. High Court)

In the first authority, the bank employee was dismissed from service after departmental enquiry, on his admission of guilt. His departmental appeal on the ground of leniency in punishment was dismissed in January, 1973. After 7 years thereafter i.e. in 1980 he claimed reinstatement on the ground that 2 other employees in similar situation were reinstated. He raised industrial dispute and after first round of litigation, government made a reference of dispute as to whether dismissal of employee was justified. The bank challenged the reference before the High Court. The Hon'ble Single Judge, quashed the reference. But, the Hon'ble Division Bench in appeal set it aside. Hence, the bank preferred Civil Appeal before the Apex Court.

The Hon'ble Apex Court observed that the dispute which is stale, could not be a subject matter of the reference under Section 10 of the I.D. Act. When reference was made, there was no industrial dispute existed or could be even said to have apprehended. It is further observed whenever a workman raises some dispute, it does not become industrial dispute and government cannot in a mechanical fashion making a reference in alleged dispute turning as industrial dispute. Central Government lacked power to make reference both on the ground of delay in invoking powers under Section 10 and there being no industrial dispute existing or even apprehended. In our case also, there is inordinate delay regarding raising of the dispute, which has not been explained by the second party.

In second authority of K.K. Srivastava (Supra), the petitioner sought promotion as Assistant Manager after 15 years. It is held by the Hon'ble Division Bench of Punjab and Haryana High Court that person aggrieved by supersessions, should move the court within the reasonable time and consequently writ petition cannot be entertained. In our case, there was considerable delay on the part of the second party to raise the cause of Shri Sawant regarding promotion. The third authority of Pushpa (Supra), a retired Deputy Collector claimed proforma promotion from date earlier to date on which his juniors were promoted and accordingly revised pension and gratuity. He never challenged order of respondent promoting his juniors. He filed writ petition after retirement. He did not implead his juniors, which were promoted. It is held that no relief granted to him. In our case also, Shri Sawant on whose behalf the second party is contesting the matter retired in May, 2011, he was promoted in July,

1995 till February, 2001 but the reference has been made after about 3 years and that to at the fag end of his service.

In J.M. Patel's case (Supra), the promotee did not take any step for 6 years after implementation of order of promotion for vacating the stay. The Hon'ble Gujarat High Court held that claim is not maintainable. In Ramchandraiah's case (Supra) the Hon'ble Apex Court has held that merely because channel promotion in one service (category) is not provided, one category cannot get transposed by interpretation to another different category, for purposes of promotion.

In our case also, claim of the second party to consider the case of Shri S. M. Sawant at par with Shri I.I Kazi or Shri Mohan Survase is not liable for consideration due to total different category of their post.

In the last authority of Kaushik Gandhi (Supra), the Hon'ble Gujarat High Court dealt with oral termination of the employee on the basis or reference rejected by the Labour Court. The employee challenged the said rejection in the writ petition. It is held that the Labour Court has no jurisdiction to decide the legality of order of dismissal..

36. In view of the aforesaid discussions of the facts and circumstances, in the light of the various authorities, I find that the action of the first party denying the promotion to the concern employee Shri Sawant is legal and justified. Therefore, Shri Sawant is not entitled to any relief. Accordingly, I proceed to pass following award:

AWARD

- (i) The Reference (IT) no. 2 of 2004 is answered in affirmative.
- (ii) Shri S.M. Sawant is not entitled to any Relief.
- (iii) The copy of award by sent to appropriate Government i.e. Central Government immediately.

Place: Solapur

Dated: 14-12-2011

S. J. KALE, Member

नई दिल्ली, 27 जून, 2012

का.आ. 2406.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई. के प्रबंधन के संबंध निर्यातकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण संख्या, अजमेर के पंचाट (संदर्भ संख्या 1/12) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-6-2012 को प्राप्त हुआ था।

[सं. एल-22011/15/2011-आई आर (सीएम-II)]

अजीत कुमार, अनुभाग अधिकारी

New Delhi, the 27th June, 2012

S. O. 2406.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1/12) of the Central Government Industrial Tribunal, Ajmer as shown in the Annexure in the Industrial Dispute between the

management of Food Corporation of India, and their workmen, received by the Central Government on 27-6-2012.

[No. L-22011/15/2011-IR(CM-II)]

AJEET KUMAR, Section Officer

अनुबन्ध

भ्रम न्यायालय एवं औद्योगिक अधिकरण, अजमेर

पीठासीन अधिकारी : मनोज कुमार व्यास, आर.एच.जे.एस.

प्रकरण संख्या-सी.आई.टी.आर.-01/12

केंद्र सरकार का रेफरेंस नं. एल-22011/15/2011-आई आर (सीएम-II)

दिनांक 23-12-2011

श्री आर. के. मीना, जेनरल सेक्रेटरी नेशनल एसोसिएशन ऑफ पोस्टल एंप्लॉयज ग्रुप-सी, इंचार्ज बीडीसी, भेलवाडा हैड ऑफिस, भेलवाडा, जयपुर

.....प्रार्थी

बनाम

दी जनरल मैनेजर आर, फूड कॉरपोरेशन ऑफ इंडिया, रीजनल ऑफिस, 4, नेहरू प्लेस, टैंक रोड, जयपुर

.....अप्रार्थी

उपस्थिति

प्रार्थी की ओर से : कोई उपस्थित नहीं।

अप्रार्थी की ओर से : कोई उपस्थित नहीं।

—: अवार्ड :-

दिनांक 14-5-2012

1. केंद्रीय सरकार की ओर से इस न्यायालय के अधिनिर्णयार्थ निम्न रेफरेंस प्रेषित किया गया है :-

"क्या महाप्रबंधक, क्षेत्रीय कार्यालय, भारतीय खाद्य निगम, 4, नेहरू प्लेस, टैंक रोड, जयपुर के द्वारा श्री महेंद्र मीणा पुत्र स्व. श्री मिश्रीलाल मीणा पूर्व डस्टिंग ऑपरेटर एरिया मैनेजर भारतीय खाद्य निगम अजमेर को अनुकंपा के आधार पर नियुक्ति नहीं देना उचित एवं वैध है? यदि नहीं, तो श्री महेंद्र मीणा पुत्र स्व. श्री मिश्रीलाल मीणा किस लाभ का अधिकारी है एवं किस तिथि से?"

2. उक्त रेफरेंस इस न्यायालय को प्राप्त होने पर इसे दर्ज किया गया एवं व्यथित पक्ष को नोटिस जारी किया गया। नोटिस जरिये पोस्टकार्ड तामील हो जाने के बाद प्रार्थी पक्ष दिनांक 13-2-2012 को उपस्थित नहीं हुआ। उक्त स्थिति के बाद प्रार्थी पक्ष को जरिये रजिस्टर्ड डाक से भिजवाया गया किंतु बाद नोटिस तामील होने के बावजूद दिनांक 19-3-2012 को कोई उपस्थित नहीं आया। इसी

प्रकार दिनांक 29-3-12, 19-4-12 व 7-5-2012 को भी प्रार्थी पक्ष उपस्थित नहीं हुआ। ऐसी स्थिति में ऐसा प्रतीत होता है कि प्रार्थी पक्ष अपने केस के प्रति गंभीर नहीं है तथा वह अब अपना प्रकरण नहीं चलाना चाहता है। अप्रार्थी पक्ष की ओर से भी कोई हाजिर नहीं है। ऐसी स्थिति में हमारे समक्ष “नो डिस्प्यूट अवार्ड” पारित किये जाने के अभाव और कोई विकल्प नहीं रहता है।

3. अतः निम्नानुसार नो-डिस्प्यूट अवार्ड पारित किया जाता है :-

—: आदेश अवार्ड :-

फलतः प्रार्थी पक्ष द्वारा उपस्थित नहीं आने के कारण उक्त प्रकरण में कोई विवाद नहीं (नो-डिस्प्यूट अवार्ड) पारित किया जाता है।

मनोज कुमार व्यास, न्यायाधीश

नई दिल्ली, 27 जून, 2012

क्र.आ. 2407.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 81/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-6-2012 को प्राप्त हुआ था।

[सं. एल-22012/2/2005-आई आर (सीएम-11)]

रमेश

सिंह, डेस्क अधिकारी

New Delhi, the 27th June, 2012

S. O. 2407.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.81/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Pench Area of WCL and their workmen, received by the Central Government on 27-6-2012.

[No. L-22012/2/2005-IR (CM-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/81/2005 Date: 28-5-2012

Party No. 1:

The General Manager,
Pench Area of WCL
Distt. Chhindwara,
(M.P.)

V/s

Party No. 2:

The General Secretary,
SKMS(AITUC), CRO Camp,
Iklehra, Distt. Chhindwara
(M.P.)

AWARD

(Dated: the 28th May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) (“the Act” in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman, Shri Sanjay Soni, for adjudication, as per letter No. L-22012/2/2005-IR (CM-II) dated 27-10-2005, with the following schedule:-

“Whether the action of the management of Mathani Colliery of Western Coalfields Limited, Pench Area in terminating Sh. Sanjay Soni, General Mazdoor from services is legal and justified? If not, to what relief the concerned workman is entitled?”

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement, in response to which, the workman Shri Sanjay Soni (“the workman” in short) through his union, the SKMS (AITUC) (“the union” in short) filed the statement of claim and the management of WCL Pench Area (“party no. 1” in short) filed the written statement.

3. The case of the workman is that, while he was working as a General Mazdoor in Mathani Colliery, charge sheet no. 98/269 dated 29-3-1998 was served on him and he submitted his explanation mentioning there in about his suffering from typhoid and in spite of the same, the management initiated the departmental enquiry against him and initially he attended the enquiry along with his co-worker and answered the questions put to him by the enquiry officer and the enquiry officer had asked him to submit the papers regarding his treatment and though he had agreed to deposit the said papers, he became ill again and as such, he could not able to submit the documents regarding his treatment and though the enquiry officer had granted him opportunities, he could not able to attend the enquiry due to his illness and as per the Certified Standing Orders, he should have been given a last chance of 15 days to attend the enquiry, but no such last chance was given to him and the enquiry officer completed the enquiry ignoring the settled procedure of enquiry and as such, the enquiry is illegal and unconstitutional. Prayer has been made to set aside the enquiry and to reinstate the workman with continuity and full back wages.

4. The party no. 1 in its written statement has pleaded inter-alia that the workman was appointed as a general mazdoor in Mathani colliery w.e.f. 14-7-1995 and from the beginning of his carrier, his performance was not satisfactory and in the year 1997, he worked for only 48 days and his attendance during the months of January, 1997 to May 1997 and November, 1997 and December, 1997 was nil and his easel was a clear case of habitual absenteeism and he had never informed the management the reasons of his absence and he had also never obtained

leave for such absence and his habitual absence being repeated and concurrent warranted disciplinary action in accordance with Certified Standings Orders and accordingly, charge sheet no. 98/269 dated 29-3-1998 was issued against him and in the charge sheet charges were specifically spelt out showing his month wise attendance throughout the year 1997 and the workman submitted his undated written explanation belatedly stating therein that due to his continuous illness, he was not able to attend his duty, but he did not enclose any document or medical certificate in support of his claim and as the reply was found not to be satisfactory, the departmental enquiry was initiated against him and on 29-9-1998, the first date of the enquiry, the workman did not appear, so the enquiry was deferred to 14-10-1998 and on that date also, the workman did not attend the enquiry, inspite of receipt of due intimation and with a view to give another chance to the workman, the enquiry officer adjourned the enquiry to 25-10-1998 under intimation to the workman, but on that date also, the workman failed to appear before the enquiry officer, so the enquiry officer fixed the enquiry to 27-10-1998 and the notice sent by the enquiry officer was received by the workman on 26-10-1998 and on the same day, the workman intimated the enquiry officer about his intention to take the assistance of a co-worker and on 27-10-1998, the workman appeared in the enquiry with his co-worker and the workman asked for permission to produce certain documents within a week and taking into consideration the position of the enquiry, the enquiry officer deferred the enquiry to 2-11-1998, which was agreed to and noted by both the parties and it was also stipulated that no separate notice would be issued about the date and on 2-11-1998, neither the workman nor his co-worker appeared in the enquiry and as such, the enquiry officer deferred the enquiry to 8-11-1998 and the workman was informed vide letter no. 98/160 dated 2-11-1998 about the next date of the enquiry and inspite of personally receiving the notice, the workman did not appear in the enquiry on 8-11-1998 and also did not intimate about the reason of his not attending the enquiry and the enquiry officer to give another opportunity to the workman deferred the enquiry and in the meantime, the co-worker of the workman vide his letter date 15-11-1998, requested the enquiry officer to fix the enquiry on 16-11-1998 and the enquiry officer had already fixed the enquiry on 16-11-1998 vide his letter dated 10/11-11-1998 and on 16-11-1998 also, as neither the workman nor his co-worker appeared in the enquiry, the enquiry officer proceeded with the enquiry ex-parte against the workman and on 18-11-1998, the witnesses for the management were examined and relevant documents were produced and thereafter, the enquiry was closed and the enquiry officer submitted his report to the Disciplinary Authority and the report of the enquiry officer is based on the evidence adduced in the enquiry and the enquiry officer after analyzing the evidence impartially found the workman guilty of the charges and the Disciplinary Authority after

examining the enquiry report found the case of the workman to be a fit case for imposition of the punishment of termination of service, so he sent a copy of enquiry report to the workman vide his letter dated 7-3-1999, asking the workman to offer his comments on the same within 15 days of the receipt of the notice and the letter was received by the workman personally on 8-3-1999, but he did not submit any representation and as such, considering the seriousness of the misconduct of the workman, he was terminated from service vide letter dated 23/24-3-1999 with immediate effect and the workman did not file any appeal against the punishment and the enquiry was just fair and proper and in accordance with the principles of natural justice and the punishment of the termination of the services of the workman is also legal, justified and proportionate to the charges. It is further pleaded by the party no.1 that though the workman submitted his explanation belatedly mentioning there in about his suffering from decease, he did not submit any proof thereof and he also did not file the documents during the enquiry though he was allowed time for the same and inspite of several dates being given, the workman went on evading the enquiry and not even for once he represented that he was not able to attend the enquiry due to illness and such plea is an afterthought and even if ample opportunity was given by the enquiry officer, the workman did not avail the same and as the nature of the misconduct committed by the workman was serious, he fully deserved the punishment imposed against him and as such, the workman is not entitled for any relief.

5. As this is a case of termination of services of the workman after holding of a departmental enquiry, the validity of the departmental enquiry was taken up as a preliminary issue for consideration and as per order dated 17-8-2011, the departmental enquiry conducted against the workman was held to be proper, legal and in accordance with the principles of natural justice.

6. At the time of argument, it was submitted by the union representative that the workman appeared before the Enquiry Officer and intimated him about submission of his fitness certificate and documents in colliery office, but the Enquiry Officer concluded the enquiry on 16-11-1998 and submitted his report and basing only on the fact that the workman remained absent in the previous year, his services were terminated and such action of Party No.1, clearly shows that management was predetermined to terminate the services of the workman and the workman was not given the minimum 15 days of time to prove his defence case, as prescribed in the Certified Standing Orders and as such, the entire enquiry was illegal.

However, at the cost of repetition, it is to be mentioned here that the departmental enquiry conducted against the workman has already been held to be legal, proper and accordance with the principles of natural justice. Hence, there is no scope to consider the submission made by the union representative again in that regard.

7. On the other hand, it was submitted by the management representative that at no stage, the union has challenged about the perversity of the findings of the Enquiry Officer or the quantum of punishment and on that ground alone, the findings of the Enquiry Officer can be held to be not perverse and otherwise also, the Enquiry Officer has based his findings on the evidence adduced in the enquiry and his report is not contrary to the evidence on record and as such, the findings are not perverse. It was further submitted that commission of grave misconduct by the workman has been proved in a properly held departmental enquiry and the punishment imposed against the workman cannot be said to be shockingly disproportionate and therefore, there is no scope to interfere with the punishment.

In support of such contentions, reliance has been placed on the decisions reported in AIR 1970 SC-1334 (M) (Perry & Co. Ltd. Vs. The Labour Court), 1996 LAB IC-467 (SC) (B.C. Chaturvedi Vs Union of India), 2003 LAB IC-757 (SC) (Regional Manager, UPSRTC, Etawah Vs Hotilal), 2005 LAB IC-4158 (SC) (V. Ramina Vs APSRTC) and 2005 LAB IC-854 (SC) (Bharat Forge Co. Ltd. Vs Uttam Manohar).

So, keeping in view the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above, the present case in hand is to be considered.

8. Perused the record. Admittedly, there is no challenge in the statement of claim or at any stage of this case regarding the perversity or otherwise of the findings of the Enquiry Officer or regarding the proportionality of the punishment by the union. Moreover, from the materials on record, it is found that the Enquiry Officer has given his findings on the basis of evidence adduced in the departmental enquiry. He has not taken any extraneous material for consideration to reach at the findings. The Enquiry Officer has assigned cogent reasons in support of his findings, after analyzing the evidence on record in a rational manner. This is not a case of no evidence or that the findings of the Enquiry Officer are against the evidence on record. Hence, the findings of the Enquiry Officer cannot be said to be perverse.

9. So far the proportionality of the punishment is concerned, grave misconduct of remaining unauthorized absence for more than 10 days has been proved against the workman in a properly conducted departmental enquiry against him. The punishment imposed against the workman cannot be said to be shockingly disproportionate to the proved misconduct against him. Taking into consideration of the facts and circumstances of the case and applying the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above, it is found that there is no scope to interfere with the punishment imposed against the workman. Hence, it is ordered:

ORDER

The action of the management of Mathani Colliery of Western Coalfields Limited, Pench Area in terminating

Sh. Sanjay Soni, General Mazdoor from services is legal and justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 27 जून, 2012

का.आ. 2408.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डी. डी. केन्द्र के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (आईडी संख्या 111/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-6-2012 को प्राप्त हुआ था।

[सं. एल-42012/5/2000-आई आर (सीएम-11)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 27th June, 2012

S. O. 2408.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 111/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the management of Doordarshan Kendra, and their workmen, received by the Central Government on 27-6-2012.

[No. L-42012/5/2000-IR (CM-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, LUCKNOW

PRESENT

Dr. MANJU NIGAM, Presiding Officer

I.D. No. 111/2003

Ref. No. L-42012/5/2000-IR (C-II) dated: 30-10-2003

BETWEEN

The President

Doordarshan Karamchari Congress

1, Abdul Aziz Marg

Lucknow

(Espousing cause of Shri Ram Narayan Yadav)

AND

The Director

Doordarshan Kendra

5, Meerabai Marg

Lucknow

AWARD

By order No. L-42012/5/2000-IR (C-II) dated: 30-10-2003 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the President, Doordarshan

Karamchari Congress, 1, Abdul Aziz Marg, Lucknow and the Director, Doordarshan Kendra, 5, Meerabai Marg, Lucknow for adjudication.

2. The reference under adjudication is:

"Whether the action of the Management of Doordarshan Kendra, Lucknow in terminating the service of Shri Ram Narayan Yadav w.e.f. 29-1-1990 is legal and justified? If not, to what relief the workman is entitled to?"

3. The case of the workman's union, in brief, is that the workman, Ram Narayan Yadav worked with the opposite party w.e.f. 1975 to 29-10-1990 without any break and completed 240 days' continuous service in each year. It has been alleged by the workman's union that the services of the workman had been terminated arbitrarily without giving him any notice and has further alleged that the opposite party though has terminated the services of the workman but has retained and regularized the services of the workman junior to him in violations of the provisions of Industrial Disputes Act, 1947. Accordingly, the workman's union has prayed that the termination of the workman be declared illegal and he be allowed to join his duties with full back wages.

4. The management of the Doordarshan has disputed the claim of the workman's union by filing its written statement; whereby it has been submitted that the workman was never engaged in Doordarshan Kendra, Lucknow instead he was awarded two contracts in the year 1993 and 1994, on the basis of lowest quotation, for clearing the lawns of Doordarshan Training Institute against the payment of Rs. 3500 on each occasion. The job arrangement automatically comes to an end after completion of work, hence there arise no question of terminating the services of the workman. Thus, the management has submitted that the case of the workman does not attract provisions of Industrial Disputes Act, 1947 as he was not engaged at any point of time by the opposite party and accordingly, has prayed that the claim of the workman's union is liable to be rejected without any relief to the workman concerned.

5. The workman has filed rejoinder, which is just repetition of his averments in the statement of claim apart from submission that the workman never entered into contract with the management of Doordarshan.

6. The parties have filed documentary proof in support of their respective cases. The workman has examined himself whereas the management examined Shri Gyan Prakash Pandey, Sr. Administrative Officer in support of their respective stands. It is pertinent to mention that the present case pertains to the year 2003 and the authorized representative of the management is not turning up since long. Accordingly, the arguments on behalf of the workman were heard and the case was reserved for award as the case was very old one taking into consideration the written arguments of the parties.

7. Heard representative of the workman only and perused entire evidence on record.

8. The management of the Doordarshan has contended that the workman was never appointed in any capacity at any point of time; rather was given contract for carrying out some work of cleaning of lawn of Doordarshan Training Institute in the year 1993 and 1994, in view of lowest price quoted by him and accordingly, there was no engagement or termination of services as claimed by the workman's union. It has also been contended that the case is belated one and is liable to be answered in negative.

9. The workman, Ram Narayan Yadav has examined himself as witness in support of his case; whereby he has stated that he worked on the post of Peon at Doordarshan from 1-11-1975 to 29-1-90 and his name was sent from Employment Exchange and that he went through an interview conducted by the Doordarshan Kendra. He further stated that he was called on vide letter dated 26-9-75 though no appointment letter was issued to him. He further stated that he was not given any charge sheet or compensation while terminating his services and that he worked for more than 240 days in each year. He also mentioned that he has brought original of all documents, the photocopy of which has been filed by him with his affidavit. It was categorically stated that after removing him Shri. Udresh, Ram Naresh, Karuna Shankar and Babu Lal was made permanent whereas he was not given any opportunity. In cross-examination he stated that he was daily rate employee and was paid @ Rs. 4 per day at beginning and later was paid @ Rs. 10. He further stated that he was ill between 90 to 95 and therefore, could not file any case. He also stated that his name is not Ram Narayan S/o Durga Prasad because he adds 'Yadav' at the end of his name and he further stated that presently he is residing at 295/264, Asharfabad, Lucknow and that he is residing in the house of Shyam Kumar Rastogi since starting. The workman specifically stated that he is not aware of Sigratau, Kasmandi and he neither undertook contract of grass cutting in Doordarshan nor tendered any quotation. In support of his statement the workman filed photocopy of following documents on affidavit:

- (i) Employment Exchange Card, paper No. 5/5.
- (ii) Caste Certificate, paper No. 5/6.
- (iii) Interview letter dated 16-9-75, paper No. 5/7.
- (iv) Experience Certificate dated 29-1-90, paper No. 5/8
- (v) Order dated 25-2-2000 in O. No. 188/95, paper No. 5/9.
- (vi) Notice of ALC (C) dated 17.4.2000, paper No. 5/10.

10. In rebuttal, the management of the Doordarshan Kendra has examined, G.P. Pandey, Sr. Administrative Officer, who has stated on oath that the workman was never

engaged in the Doordarshan Kendra and his services were hired by awarding two contract in the year 1993 and 1994 for clearing the lawns on payment of Rs. 3500 on each occasion. He has further stated that since the work being occasional in nature, occurring only once a year, hence, it was not obligatory on the part of the opposite party to issue notice etc. for cessation of job assigned to the workman. He also stated that the workman has not filed any documentary evidence showing his engagement in the Doordarshan Kendra in as much as he has raised the present industrial dispute after a lapse of 10 years without any justification for said delay. In cross-examination he has stated that he is working in Doordarshan since 1974 and name of Ram Narayan Yadav was not sponsored by the Employment Exchange; however he could not tell about the year 1975. He further stated that he never worked with Shri P. K. Chaterjee. When he was confronted with the experience certificate, issued by Shri P.K. Chaterjee to the workman, paper No. 5/8, he stated that this letter is not issued from his office and that Sh. P.K. Chaterjee is still working, he has further denied the signature of Sh. P. K. Chaterjee on the certificate. He also stated that the workman worked at Doordarshan on contract in 93-94 at the payment of Rs. 3500 each year. The work contract was awarded on the lowest quotation and the quotation of the workman was lowest. He also stated that quotation was not filed though the contract has been filed. He has further stated that no advertisement was ever issued for the contract and further that for petty work registration is not required. It was further stated that he does not know as to whether the workman gone through any interview on 26-9-75 or not. The management has filed photocopy of following documents, along with its evidence, in support of their case:

- (i) Letter dated 18-9-93, awarding work contract to Shri Ram Narayan, S/o Shri Durga Prasad, Vill-Sirgamau, PO-Kasmandi, Distt. Lucknow, paper No. 48/5.
- (ii) Letter dated 24-6-94, awarding work contract to Shri Ram Narayan, S/o Shri Durga Prasad, Vill-Sirgamau, PO-Kasmandi, Distt. Lucknow, paper No. 48/6.
- (iii) Order dated 25-2-2000 in O. No. 188/95, paper No. 48/7.

11. In the light of the aforesaid rival statements of both the sides I have scanned the documents produced by the either parties. From perusal of material on record, filed by the management itself, it is evident that the workman moved to the Hon'ble Central Administrative Tribunal, Lucknow Bench, Lucknow through O.A. No. 188/95, which was disposed of on the grounds of alternate remedy before Labour Court vide order dated 25-2-2000. The workman moved an application before conciliation officer, i.e. ALC (C), Lucknow vide his application dated 17-4-2000. Thus, it comes out that the workman moved to CAT first and then

raised an industrial dispute before ALC (C), which was later referred to this Tribunal for adjudication vide order dated 30-1-2003; accordingly, the argument of the management as regards delay in raising the present industrial dispute does not sustain in view of facts discussed above.

12. It is settled law that a party invoking jurisdiction of the court has onus to prove that it worked sufficient number of days in order to invoke provisions of Section 25 F. In the instant case the workman has made a very specific statement that he worked on the post of Peon at Doordarshan from 1-11-1975 to 29-1-1990. His name was sent from Employment Exchange and that he went through an interview conducted by the Doordarshan Kendra in response to their call letter dated 26-9-75. It was further stated that the workman had worked for more than 240 days in each year. He produced original of letter dated 16-9-75 of Doordarshan Kendra, Lucknow, calling the workman for interview on 26-9-75, issued by Shri R.P. Saxena, Sr. Administrative Officer, paper No. 5/7 and work experience certificate dated 29-1-1990, issued by Shri P.K. Chaterjee, Sr. Administrative Officer, paper No. 5/8, in support of his contention though he filed photocopy of the same.

13. In rebuttal, the management has submitted that the workman was never engaged by it rather he was awarded work contracts for two consecutive years i.e. 1993 and 1994 on basis of lowest rates quoted by him in his contract. It has filed photocopy of said contract which purported to be issued to Shri Ram Narayan, S/o Shri Durga Prasad, Vill-Sirgamau, PO-Kasmandi, Distt. Lucknow vide dated 18-3-93 and 24-6-94. The management has also disputed the genuineness of work experience certificate dated 29-1-1990, issued to the workman by Shri P.K. Chaterjee, paper No. 5/8. In the evidence of Shri G.P. Pandey, he has stated that this letter was not issued from his office and it was admitted that Sh. P. K. Chaterjee is still working. The signature of Sh. P. K. Chaterjee on the certificate was denied by him.

14. In the present case, burden was on the workman to set out the grounds to challenge the validity of the termination order and to prove the termination order was illegal. The workman well discharged his burden by making a specific statement in his evidence that he worked on the post of Peon at Doordarshan from 1-11-1975 to 29-1-1990 and that his name was sponsored by the Employment Exchange and he went through interview. He further corroborated his statement by filing call letter for interview dated 16-9-75, paper No. 5/7 and work certificate dated 29-1-1990, paper No. 5/8. He also made a statement to the effect that he worked for more than 240 days in each year of his employment. There is no denial on behalf of the management of Doordarshan Kendra, Lucknow that the workman did not work for the alleged period i.e. from 1-11-1975 to 29-1-1990. Now he onus was upon the

management, to prove that the workman had not worked for the period alleged by him by proper evidence; but the management failed to discharge the same by denying that the workman was not engaged for the alleged period i.e. from 1-11-1975 to 29-1-1990 and that he never worked for 240 days in twelve calendar months preceding the date of alleged termination. Although the management of the Doordarshan has disputed genuineness of the work certificate; but has not uttered a single word about call letter, inviting the workman for interview.

15. The management in its written statement has made a pleading to the effect that the workman had never been engaged as casual labour rather his services were hired by awarding two contracts in the year 1993 and 1994 each. It has filed copy of letters dated 18-9-93 and 24-6-94, intimating terms of contract. From perusal of the said contract letters it comes out that the said contact letter were issued to one Shri Ram Narayan, S/o Shri Durga Prasad, Vill-Sirgamau, PO-Kasmandi, Distt. Lucknow and not to Shri Ram Narayan Yadav S/o Sri Durga Prasad Yadav, R/o H.No. 295/264, Asharfabad, Lucknow. It was emphasized by the workman that he always adds 'Yadav' at the end of his name and that he is residing at 295/264, Asharfabad, Lucknow, in the house of Shyam Kumar Rastogi, since starting. His statement that he is a resident of 295/264, Asharfabad, Lucknow finds support from the documents filed by him i.e. Cast certificate dated 13-3-1980, issued by DM, Lucknow, paper No. 5/6, call letter for interview dated 16-9-75, paper No. 5/7 and working certificate dated 29-1-1990, paper No. 5/8. In all these documents the address of the workman is mentioned as C/o Shri Shyam Kumar Rastogi, H.No. 295/264, Asharfabad, Lucknow. Thus, there is no room of doubt that the said contact letter dated 18.09.93 and 24-6-94 was issued to one Ram Narayan and not to the workman, Ram Narayan 'Yadav'.

16. The management has also disputed genuineness of the working certificate dated 29-1-1990; paper No. 5/8, which is issued by Shri P.K. Chatterjee, Sr. Administrative Officer. In this regard the MW, Shri G.P. Pandey stated that said letter is not issued from his office and that Sh. P.K. Chatterjee is still working, he further denied signature of Sh. P.K. Chatterjee on the certificate. He also stated that "he never worked with Shri P.K. Chatterjee".

On examining the statement of the MW with reference to disputing its origin this is not appreciable that how he can state so when he has not worked with Shri P.K. Chatterjee as it only that person who has seen Shri Chatterjee working, writing and putting signature can state that this not being issued by Sh. Chatterjee. Moreover, the management had an option to produce Shri P. K. Chatterjee himself in evidence, when he was working with the management, to deny this fact that the said certificate was issued by him under his signatures. Accordingly, the statement of the management witness regarding genuineness of the working certificate is not reliable at all.

17. Further, the management of the Doordarshan Kendra has contended that the workman had been awarded contract on the basis of lowest price quoted by him in his quotation and in the event of denial from the workman of having entered into any contract with the management, it was incumbent upon the management to file copy of quotation filed by the workman as well as by the other persons also so that it could be ascertained that the rates quoted by the workman were the lowest one and accordingly he was awarded contract on the basis of lowest rates quoted by him. The management has not only failed to file the quotation by the workman but also the advertisement calling for such quotation to sustain its contention that such quotation was called for from the interested parties to carry out the cleaning (grass-cutting) work. The failure of the management to file above documents again supports the version of the workman that he never moved any quotation before the management nor he ever entered into any contract with the management.

18. In view of discussion made above, there is nothing on the record that the workman has not worked from 1-11-75 to 29-1-90 and his services were engaged to carry out contracted job only. Therefore, there is no reason to disbelieve the workman; and in view of the facts that he had completed mandatory period of 240 days, in preceding twelve months from the date of his alleged termination i.e. 29-1-90; therefore, considering the latest pronouncements of the Hon'ble Apex Court, that the services of such a workman who is either casual labour, daily wage or part timer and has completed 240 days working could not be terminated without following due procedure laid down in Section 25 F of the I.D. Act, 1947.

19. Thus, in view of discussions made above, I am of the considered opinion that that workman, Ram Narayan Yadav has worked with the management of the Doordarshan Kendra, Lucknow from 1-11-75 to 29-1-90 his services had been terminated in violation of the provisions of Section 25F of the Industrial Disputes Act, 1947, which is unjustified.

20. In the instant case, the workman, has prayed that he be reinstated from 1-5-1999 with full back wages, the Hon'ble Supreme Court in 2012 (132) FLR 500 Bharat Sanchar Nigam Ltd. vs. Man Singh has observed as under:

"4. This Court in a catena of decisions has clearly laid down that although an order of retrenchment passed in violation of section 25-F of the Industrial Disputes Act may be set aside but an award of reinstatement should not be passed. This Court has distinguished between a daily wage who does not hold a post and a permanent employee.

5. In view of the aforementioned legal position and the fact that the respondents - workmen were engaged as 'daily wagers' and they had merely

worked for more than 240 days, in our considered view, relief of reinstatement cannot be said to be justified and instead, monetary compensation would meet the ends of justice”.

21. Considering law laid down by the Hon'ble Apex Court, in the present case the workman has worked with the opposite party from 01-11-75 to 29-1-90 and as per his own statement he was being paid @ Rs. 4 per day at the starting and later started getting Rs. 10 per day but failed to recall the payment he received at subsequent stage of engagement. The management has not rebutted this statement of the workman. Accordingly, I am of the opinion that the ends of justice would subserve, if the workman is compensated instead of reinstatement. The management is directed to pay a sum of Rs. 45,000 (Rupees Forty Five Thousand only) to the workman as a one-time lump sum compensation towards full and final settlement of his claim, within six weeks from the date of notification of this award, failing which the above amount shall carry interest @ 10% per annum.

22. Award as above.

Lucknow
9-5-2012

Dr. MANJU NIGAM, Presiding Officer

नई दिल्ली, 2 जुलाई, 2012

का. आ. 2409.—केन्द्रीय सरकार संतुष्ट हो, जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप खण्ड (vi) के उपबंधों के अनुसरण में भारत सरकार के श्रम और रोजगार मंत्रालय की अधिसूचना संख्या का.आ.- दिनांक 12-1-2012 द्वारा खनिज तेल (कच्चा तेल) मोटर और विमानन स्पिरिट, डीजल तेल, मिट्टी का तेल, ईंधन तेल विविधा हाईड्रोकार्बन तेल और उनके मिश्रण जिन में सिंथेटिक तेल, ल्यूब्रिकेटिंग तेल और इसी प्रकार के तेल शामिल हैं के निर्माण या उत्पादन में लगे उद्योग में सेवाओं में हैं, जो कि औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 26 में शामिल हैं, को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 16-01-2012 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था।

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की ओर कालावधि के लिए बढ़ाया जाना अपेक्षित है ;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 16-7-2012 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं. एस-11017/6/97-आई आर (पीएल)]

चन्द्र प्रकाश, संयुक्त सचिव

New Delhi, the 2nd July, 2012

S. O. 2409.—Whereas the Central Government having been satisfied that the public interest so requires that in pursuance of the provisions of sub-clause (vi) of the clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour and Employment dated 12-1-2012 the services in the Industry engaged in manufacture or production of mineral oil (crude oil) motor and aviation spirit, diesel oil, kerosene oil, fuel oil, diverse hydrocarbon oils and their blends including synthetic fuels, Lubricating oils and the like which is covered by item 26 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947) to be a Public Utility Service for the purpose of the said Act, for a period of six months with effect from 16th January, 2012.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months.

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a Public Utility Service for the purposes of the said Act, for a period of six months with effect from 16th July, 2012.

[No. S-11017/6/97-IR (PL)]

CHANDRA PRAKASH, Jt. Secy.

नई दिल्ली, 2 जुलाई, 2012

का. आ. 2410.—केन्द्रीय सरकार संतुष्ट है कि लोकहित में ऐसा करना अपेक्षित है कि निम्नलिखित सेवाओं को जिसे औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 30 एवं 31 के अन्तर्गत निर्दिष्ट किया गया है, उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवाएं घोषित किया जाना चाहिए :

(क) “अल्युमिना और अल्युमिनियम का विनिर्माण” और

(ख) “बॉक्साइट का उत्खनन”।

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योगों को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं. एस-11017/2/2011 आई आर (पीएल)]

चन्द्र प्रकाश, संयुक्त सचिव

New Delhi, the 2nd July, 2012

S.O. 2410.—whereas the Central Government is satisfied that the public interest requires that the following services which are covered by item 30 and 31 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a ‘Public Utility Service’ for the purposes of the said Act:

- (a) 'Manufacturing of Alumina and Aluminium' and
(b) 'Mining of Bauxite'.

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares with immediate effect the said industries to be a "Public Utility Service" for the purpose of the said Act for a period of six months.

[No. S-11017/2011-IR (PL)]

CHANDRA PRAKASH, Jt. Secy.

नई दिल्ली, 2 जुलाई, 2012

का. आ. 2411.—केंद्रीय सरकार संतुष्ट है कि लोकहित में ऐसा अपेक्षित है कि रक्षा प्रतिष्ठान में सेवाओं को जिसे औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 8 के अन्तर्गत निर्दिष्ट किया गया है, उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवाएं घोषित किया जाना चाहिए।

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार उक्त उद्योगों को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं. एस-11017/8/2011-आई आर (पीएल)]

चन्द्र प्रकाश, संयुक्त सचिव

New Delhi, the 2nd July, 2012

S. O. 2411.—Whereas the Central Government is satisfied that the public interest requires that the services in the 'Defence establishments' which is covered by item 8 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a 'Public Utility Service' for the purposes of the said Act.

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares with immediate effect the said industry to be a 'Public Utility Service' for the purpose of the said Act for a period of six months.

[No. S-11017/8/2011-IR (PL)]

CHANDRA PRAKASH, Jt. Secy.

नई दिल्ली, 5 जुलाई, 2012

का.आ. 2412.—जबकि मैसर्स ब्रैथवेट बर्न एण्ड जैसोप कंस्ट्रक्शन कंपनी लिमिटेड (कोड संख्या डब्ल्यूबी/275, बान्द्रा क्षेत्र के अंतर्गत) (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत भारत सरकार द्वारा प्रदान की गई छूट को रद्द करने हेतु आवेदन किया है।

2. जबकि उक्त प्रतिष्ठान को उक्त अधिनियम के पैरा 27-क के अंतर्गत फरवरी, 1955 से छूट प्रदान करते हुए आदेश संख्या 275/डब्ल्यूबी/709 दिनांक 12-2-1955 अधिसूचना प्रकाशित की गयी थी।

3. और जबकि अब सरकार के ध्यान में यह बात आयी है कि इस प्रतिष्ठान ने मई, 2009 से अपनी छूट अभ्यार्पित कर दी है और काफी समय से इसमें कोई क्रियाकलाप नहीं हो रहा है।

4. अतः, अब केंद्र सरकार, एतद्वारा उक्त अधिनियम, की धारा 17 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मई, 2009 से उक्त प्रतिष्ठान को प्रदान की गयी छूट को रद्द करती है।

[सं. एस-35017/3/2012-एसएस-II]

नरेश जायसवाल, अवर सचिव

New Delhi, the 5th July, 2012

S. O. 2412.—Whereas M/s. Braithwaite Burn & Jessop Construction Co. Limited [under Code No. WB/275, Bandra region] (hereinafter referred to as the establishment) has applied for cancellation of exemption granted by Government of India under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. Whereas a notification Order No.275/WB/709 dated 12-2-1955 granting exemption w.e.f. February, 1955 under para 27A of the said Scheme to the said establishment was issued.

3. And whereas now it has come to the notice to the Government that the establishment has surrendered its exemption with effect from May, 2009 and it is no longer carrying on any activity.

4. Now, therefore, in exercise of the powers conferred by sub-section (4) of section 17 of the said Act the Central Government hereby cancels the exemption granted to the said establishment with effect from May, 2009.

[No. S-35017/3/2012-SS-II]

NARESH JAISWAL, Under Secy.

नई दिल्ली, 6 जुलाई, 2012

का. आ. 2413.—केंद्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथासंशोधित 1987) के नियम 10 के उप-नियम (4) के अनुसरण में, श्रम और रोजगार प्रभालय के प्रशासकीय नियंत्रणाधीन निम्नलिखित कार्यालयों को जिनके न्यूनतम 80 प्रतिशत कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है :-

उप-क्षेत्रीय कार्यालय, कर्मचारी राज्य बीमा निगम, ठाणे

[सं. ई-11017/1/2006-रा.भा.नी.]

चन्द्र प्रकाश, संयुक्त सचिव

New Delhi, the 6th July, 2012

S. O. 2413.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, (as amended 1987) the Central Government hereby notifies following office under the administrative control of the Ministry of Labour &

Employment, at least 80% Staff whereof have acquired the working knowledge of Hindi :—

Sub-Regional Office, Employees'
State Insurance Corporation, Thane

[No. E-11017/1/2006-RBN]
CHANDRA PRAKASH, Jt. Secy.